



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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Transfer of Off-Sale/Intoxicating Liquor License \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS;** Assessment Hearing for City Project No. 2007-09C –  
Mill and Overlay \_\_\_\_\_

C. **CITY OF INVER GROVE HEIGHTS;** Assessment Hearing for City Project No. 2007-09D –  
Urban Street Reconstruction, South Grove Area 2 \_\_\_\_\_

D. **CITY OF INVER GROVE HEIGHTS;** Consider Modification to the Capital Improvement Plan  
Relating to the Expansion & Renovation of the Public Safety & Municipal Facility and  
Consider Giving Preliminary Approval to Issue Capital Improvement Plan Bonds in an  
Amount not to Exceed \$25,000,000 \_\_\_\_\_

7. **REGULAR AGENDA:**

**ADMINISTRATION:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of Project Manager \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of Architectural Design Contract \_\_\_\_\_

**COMMUNITY DEVELOPMENT:**

C. **VOGEL;** Consider Resolution relating to a **Variance** from impervious surface  
requirements to construct a driveway for property located at 6124 Blackberry Way \_\_\_\_\_

D. **LOWELL;** Consider Resolution relating to a **Variance** to exceed impervious surface requirements  
to construct a patio around a pool for property located at 11651 Aileron Circle \_\_\_\_\_

E. **FISCHER;** Consider the following resolutions for property located at 8325 Copperfield Way:

i) **A Variance** to exceed impervious surface requirements \_\_\_\_\_

ii) **A Variance** to retain an existing gravel driveway where the ordinance  
requires all driveways to be constructed of bituminous, concrete or  
paving blocks \_\_\_\_\_

iii) **A Variance** to retain the existing gravel driveway which is less than five  
feet from the side property line \_\_\_\_\_

**PUBLIC WORKS:**

F. **CITY OF INVER GROVE HEIGHTS;** Resolution Receiving Bids & Awarding Contract for  
City Project No. 2008-09H, South Grove Sod Replacement \_\_\_\_\_

**G. CITY OF INVER GROVE HEIGHTS;** Resolutions Receiving Feasibility Report, Authorizing Plans & Specifications and Scheduling Public Hearing for City Project No. 2008-09F \_\_\_\_\_

**H. CITY OF INVER GROVE HEIGHTS;** Resolutions Receiving Feasibility Report, Authorizing Plans & Specifications and Scheduling Public Hearing for City Project No. 2008-09G \_\_\_\_\_

**PARKS AND RECREATION:**

**I. JANE NELSON;** Consider Parkland Buffer Planting Request for property located at 8845 Coffman Path \_\_\_\_\_

**J. CITY OF INVER GROVE HEIGHTS;** Discuss IGHHA Request for Reduced Ice Rates for the 2008-09 Hockey Season \_\_\_\_\_

**8. MAYOR AND COUNCIL COMMENTS**

**9. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES  
MONDAY, JUNE 9, 2008 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, June 9, 2008, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden and Piekarski Krech; City Administrator Lynch, Assistant Administrator Teppen, City Attorney Kuntz, Engineer Thureen, Community Development Director Link, Finance Director Lanoue, Parks & Recreation Director Carlson and Deputy Clerk Rheume.

**3. PRESENTATIONS:**

**4. CONSENT AGENDA:**

Mayor Tourville removed item **4A(i), Minutes of April 28<sup>th</sup> Regular Council Meeting** from the Consent Agenda.

Council member Klein removed items **4E, Approve Purchases from the Park Dedication Fund and 4F, Resolution Accepting Proposal from WSB & Associates, Inc. for Preparation of an Update of the City's Water Emergency Conservation Plan** from the Consent Agenda.

- A. **(ii) Minutes – May 27, 2008 Regular Council Meeting**
- B. **Resolution 08-130** Approving Disbursements for Period Ending June 4, 2008
- C. Pay Voucher #7 – Northwest Area Utility Improvements - Lift Station R-9.1, City Project No. 2003-15A
- D. **Resolution 08-131** Accepting Bids and Awarding Contract to Dahn Construction Company, LLC for City Project No. 2003-03, Southern Sanitary Sewer System Improvement
- G. **Resolution 08-133** Approving Individual Project Order No. 6A with Kimley-Horn and Associates, Inc. for City Project No. 2003-03, Southern Sanitary Sewer System – Final Design & Construction Phase Services
- H. **Resolution 08-134** Approving Joint Powers Agreement with Sunfish Lake – 60<sup>th</sup> St. Crackseal/Sealcoat Cost Sharing
- I. **Resolution 08-135** Accepting Low Bid Proposal from Total Construction & Equipment, Inc. for City Project No. 2008-14, Kryzer Addition Drainage Improvements
- J. **Resolution 08-136** Approving the Settlement Stipulation, Order and Judgment in connection with Dakota County District Court File No. 19-C8-07-9419 for Tax Parcel 20-11901-030-01, Walter Krech & Wilfred Krech Assessment Appeal – Watermain Area Charge Improvements, City Project No. 2005-22, Cahill Avenue South
- K. Adopt Council Strategies & Goals
- L. Schedule Public Hearing
- M. Change Title of Assistant Fire Chief and Approve Job Description
- N. Personnel Actions

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

**Ayes: 5**

**Nays: 0      Motion carried.**

**A. (i) Minutes – April 28<sup>th</sup> Regular Council Meeting**

Mayor Tourville explained that the City Attorney identified three corrections to be made to the supplement drafted by Council member Grannis.

**Motion by Klein, seconded by Grannis to approve minutes of the April 28<sup>th</sup> Regular Council Meeting with the supplement to Item 7C drafted by Council member Grannis as corrected by City Attorney Kuntz.**

**Ayes: 5**

**Nays: 0 Motion carried.**

**E. Approve Purchases from Park Dedication Fund**

Council member Klein asked if Mr. Carlson was aware of the policy regarding purchases from the Park Dedication Fund.

Mr. Carlson responded yes.

**Motion by Klein, seconded by Madden to approve purchases from Park Dedication Fund**

**Ayes: 5**

**Nays: 0 Motion carried.**

**F. Resolution Accepting Proposal from WSB & Associates, Inc. for Preparation of an Update of the City's Water Emergency and Conservation Plan**

Council member Klein commented on the states unfunded mandates.

**Motion by Klein, seconded by Madden to approve Resolution 08-132 accepting proposal from WSB & Associates, Inc. for preparation of an update of the City's Water Emergency & Conservation Plan**

**Ayes: 5**

**Nays: 0 Motion carried.**

**5. PUBLIC COMMENT:**

Greg Sampson, 7540 River Road, expressed concerns regarding the Parks and Recreation Department. He discussed Riverfront Park and the potential for a public boat launch. He stated that he feels the information being conveyed to the Parks and Recreation Advisory Commission is incomplete. He added that a good location for a public boat launch would be by the toll bridge. He also commented on the Council meeting when the security camera installation was discussed and stated that he felt an appropriate answer was never given to Council member Klein's questions regarding the operation of the camera.

**6. PUBLIC HEARINGS: None.****7. REGULAR AGENDA:****COMMUNITY DEVELOPMENT:****A. IGH ANIMAL HOSPITAL;** Consider a Resolution relating to a Variance to expand a portion of the existing parking area within the required front yard setback for the property located at 7131 Cahill Ave.

Mr. Link explained that the applicant is requesting a variance to extend the parking lot by six spaces towards Cahill Avenue. He stated that the expanded parking area would encroach five feet within the front yard setback. He noted that a portion of the current parking area abuts Cahill Avenue and does not have adequate turn-around area. He added that the request is to make the parking area wider, not to add spaces. He explained that because of the current location of the building there is no other potential location for the additional parking area and the proposed variance would create a safer environment for the clinic's customers. He stated that the hardship is that the additional parking area cannot be constructed in a compliant location. He added that the Planning Commission and Planning staff recommended approval of the variance request.

**Motion by Madden, seconded by Klein, to approve Resolution 08-137 relating to a Variance to expand a portion of the existing parking area within the required front yard setback for the property located at 7131 Cahill Avenue with the hardship being that the additional parking area cannot be constructed in a compliant location.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. GRASS/NOTCH;** Consider a Resolution relating an Easement Vacation to vacate a dedicated public trail easement between 10887 and 10883 Andes Circle

Mr. Link stated that the applicants are requesting vacation of a 20-foot wide public trail easement that is located along their common property line. He explained that the easement was created at the time of the plat of Southern Lakes 4<sup>th</sup> Addition to provide access to the public park and trail system. He noted that although the easement is currently unimproved, the public does have the right to utilize it. He stated that vacation of the easement is not recommended by staff because the City may want to construct a trail in the future. He added that staff would support the two property owners entering into an Easement Encroachment Agreement that would allow the property owners to make private improvements within the easement and at such time the City decides to improve the trail removal of the private of improvements would be at the owners' expense. He stated that Planning staff, Parks and Recreation staff and the Planning Commission recommended denial of the request. He noted that the Parks and Recreation Commission recommended approval of the vacation on a 5-3 vote.

Jeff Notch, 10883 Andes Circle, stated that trail easements are not covered by the covenants of the Southern Lakes Homeowners' Association. He discussed a survey of the lot from November of 1998 that did not display the easement and commented that the easement is not listed on his title either. He explained that this is the only trail easement that is located on property in the neighborhood and the Homeowners' Association has asked the City to improve the trail. He added that the other trail access in the development is an outlot. He stated that a trail would be difficult and costly to construct due to the topography of the area and the fact that the easement runs between two homes is only approximately 21-foot wide. He expressed liability and privacy concerns regarding people that access the unimproved easement. He also commented on the fact that the City has no plans to improve the easement.

Council member Klein questioned if a fence or landscape buffer could be installed to address the privacy concerns.

Mr. Kuntz responded that one of the terms of the easement, recorded on September 24, 1998, states that no structures, obstructions or fences are allowed in the easement area unless written permission is granted by the City. He explained that an Encroachment Agreement is recommended if the City agrees to a fence or buffer to establish the party responsible for removal of the encroachment if the trail is improved at a later date.

Martin Rock, 10624 Allison Way, stated that he collected 75 signatures from residents of the area that want the City to maintain the easement, post signs and install a trail.

**Motion by Madden, seconded by Klein to accept petition submitted by Mr. Martin Rock**

**Ayes: 5**

**Nays: 0      Motion carried.**

Greg Sampson, 7540 River Road, commented on how long the easement has been unimproved and offered support for vacation of the easement.

Council member Klein clarified that the driveways of each property owner are encroaching on the easement and asked if the trail would be paved and screening would be installed if the easement was not vacated.

Mr. Carlson responded that staff's recommendation is to not vacate the easement and to make no improvements at this time.

Council member Klein stated that if the easement is not going to be vacated then it needs to be improved with some sort of screening so the homeowners' privacy is maintained. He added that the homeowners' should not be responsible for any maintenance of the trail/path.

Council member Madden suggested that the item be sent back to the Parks and Recreation Advisory Commission to look into improvement of the easement and installation of a fence or buffer and have a recommendation brought back to the Council. He stated that he wants to maintain the easement and is concerned with setting a precedent. He added that he wants to find a solution that will work for everyone. Dorothy Van Hoven, Vice President of Southern Lakes Homeowner's Association, stated that they would like to complete the access around the pond. She explained that the trail could go around the pond and enter back into the neighborhood without having to use the easement in question for access.

Mayor Tourville stated that the easement between two homes does not serve as a sensible access to the trail and it needs to be reassessed as he does not think that the easement serves a purpose. He commented that the County needs to be made aware of the safety issues with two residential areas on either side of Cliff Road that need safer access to the park and trail system.

Mr. Carlson noted that if a trail were installed on the easement a safe access would be created without utilizing Cliff Road. He added that this is a main reason why vacation is not recommended by staff.

Mr. Link stated that the first 60 days would expire on June 20<sup>th</sup> and that would need to be extended if Council wants to table the item to a later date.

Council member Klein suggested that the fees paid by the applicant be reimbursed.

Mr. Lynch clarified that Council wanted all options to be presented to the Parks and Recreation Advisory Commission for consideration.

Council member Madden confirmed that he would like to see PRAC consider all options.

**Motion by Madden, seconded by Klein to table item until July 28, 2008 to allow for further review and consideration of options by the Parks and Recreation Advisory Commission, to extend the 60-day deadline and to reimburse payment of planning fees to the applicant.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. SOUTHVIEW SENIOR LIVING;** Consider a Resolution relating to a Final Plat and Final PUD Development Plan for a one lot subdivision and a 103 unit independent senior living facility located on the East side of Hwy. 3, South of Allen Way

Heather Botten, Associate Planner, explained that the submitted final plans are consistent with the preliminary plans and all conditions pertinent to the plat have been addressed. She stated that a development contract, along with other maintenance agreements addressing specific details of the project, are also included in the request for approval. She noted that the applicant requested flexibility with respect to the park dedication fee requirements.

Link Wilson, Architect Director, stated this project should not be viewed as a multi-family and the developer is asking for an approximate 40% reduction of the park dedication fees.

Council member Piekarski Krech stated that she wants to avoid setting a precedent for projects in the Northwest Area and recommended that Council clearly define what the reduction would be, if any, and why the reduction was granted.

Mr. Carlson stated that the City Council waived park dedication fees for the senior living facility located on Broderick in lieu of a developer-installed trail and the Council granted a 25% fee reduction for the Presbyterian Homes facility on Cahill Avenue. He reiterated that staff did not recommend a fee reduction in this case because of concerns with setting a precedent for future projects in the Northwest Area and because they did not feel it was appropriate to negotiate fees with the developer at this point in time.

Lance Lemieux, developer, explained that, residents of the facility would account for minimal use of the park system and noted that a trail would be installed around the property, in addition to two courtyards for residents to use.

Council member Grannis stated that he would not be in favor of a reduction in park dedication fees because of concerns with coming up short in terms of financing the Northwest Area. He noted that taxes may have to be increased in order to make up any differences or shortages that arise from reduction of fees.

Mayor Tourville commented that the use and type of facility should be considered and stated that he would be in favor of a 25% reduction in park dedication fees.

Mr. Lynch reiterated that staff does not support a reduction in fees and explained that this development is different from others in the community and noted that the financing of the Northwest Area was planned using the park dedication fees that were established, and reductions were not a part of that policy.

Council member Madden stated that he agrees that reductions should be considered on a case-by-case basis.

**Motion by Klein, seconded by Madden, to approve Resolution No. 08-138 relating to a Final Plat, Final PUD Development Plan and Development Contract for a one-lot subdivision and a 103-unit independent senior living facility located on the East side of Hwy. 3, South of Allen Way with a 25% reduction to Park Dedication Fees**

**Ayes: 4**

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

The City Council took a five minute recess.

**D. CITY OF INVER GROVE HEIGHTS;** Seek direction for a Zoning Code Amendment relating to exterior material requirements as they pertain to “hoop structures”

Mr. Link stated that this was discussed at the April 28<sup>th</sup> meeting and staff was asked to research the issue of plastic hoop structures and other similar buildings. He explained that Planning staff has recommended an amendment to the current code that would require all exterior walls be covered with siding, stucco, brick, glass or other comparable material as approved by the Building Official and that cloth, fabric, canvas, plastic sheets, tarps, tarpaper and insulation be prohibited as final covers for exterior walls. He added that commercial greenhouses and structures under 120 square feet would be excluded from the ordinance amendment.

Council member Klein agreed with staff’s recommendation and would like to see it proceed to an ordinance amendment.

Council member Piekarski Krech asked if the 120 square foot distinction would deal with all of the issues.

Mr. Link responded that it will deal with the issues staff is aware of. He noted that carports are considered to over 120 square feet.

Council member Madden suggested that language be added to eliminate the smaller hoop structures as well.

Mr. Link responded that staff would look into language to address small ancillary buildings, less than 120 square feet.

**No action was necessary for this item.**

#### **PUBLIC WORKS:**

**E. CITY OF INVER GROVE HEIGHTS;** Resolutions Approving Glen Gregor Cost Share Agreement and Authorizing Preparation of Feasibility Reports

Mr. Kuntz explained that the first resolution pertains to the approval of the cost share agreement, the second resolution would authorize preparation of the feasibility report for the trunk utility extension and accept the proposal from Bolton-Menk, Inc. to prepare said report, and the third resolution would authorize

preparation of a feasibility report for the construction of 65<sup>th</sup> Street East to serve the South end of the proposed development and would direct the Public Works Director to come back with a consulting firm for the street work and confirm the feasibility report being ordered.

**Motion by Madden, seconded by Klein to adopt Resolutions 08-139, 08-140 and 08-141 approving Glen Gregor Cost Share Agreement and Authorizing Preparation of Feasibility Reports**

**Ayes: 5**

**Nays: 0      Motion carried.**

**ADMINISTRATION:**

**F. CITY OF INVER GROVE HEIGHTS;** Consider Appointment to Parks and Recreation Commission

Mr. Lynch explained there was a resignation on the Parks and Recreation Advisory Commission and two applications were received for consideration to be appointed to the vacancy.

The City Council agreed to amend the balloting process and appoint the applicant that received the majority of votes on the first ballot.

Mr. Kuntz stated Mr. Huffman received the highest number of votes.

**Motion by Madden, seconded by Klein, to appoint Jim Huffman to the Parks and Recreation Advisory Commission for the remainder of the term left of the vacated position.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**8. MAYOR AND COUNCIL COMMENTS:**

Mayor Tourville stated that the City is looking for volunteers for the Aircraft Noise Abatement Commission.

Council member Grannis mentioned that the filing period for people interested in running for Mayor and Council is July 1<sup>st</sup> thru 15<sup>th</sup>.

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: June 23, 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 June 5, 2008 to June 18, 2008.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending June 18, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$254,076.69
Debt Service & Capital Projects	162,606.77
Enterprise & Internal Service	225,384.27
Escrows	<u>10,165.18</u>
Grand Total for All Funds	<u><u>\$652,232.91</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period June 5, 2008 to June 18, 2008, and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING JUNE 18, 2008**

**WHEREAS**, a list of disbursements for the period ending June 18, 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	\$ 254,076.69
Debt Service & Capital Projects	162,606.77
Enterprise & Internal Service	225,384.27
Escrows	<u>10,165.18</u>
Grand Total for All Funds	<u>\$ 652,232.91</u>

Adopted by the City Council of Inver Grove Heights this 23rd day of June, 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
06/11/2008	88664	ACE BLACKTOP, INC.	cust igh001	101-5200-443.40-46		6/2008 * Total	1,396.00 1,396.00
06/11/2008	88665	ACE PAINT & HARDWARE	acct 1126 acct 1126	101-4200-423.60-65 101-4200-423.40-40		6/2008 * Total	2.12 2.94 5.06
06/11/2008	88674	BITUMINOUS ROADWAYS, IN	city of inver grove	101-5200-443.60-16		6/2008 * Total	352.75 352.75
06/11/2008	88680	CITY OF SAINT PAUL	city of inver grove hgts	101-5200-443.60-16		6/2008 * Total	2,608.75 2,608.75
06/11/2008	88685	COORDINATED BUSINESS SY	cust no 4502512	101-4000-421.40-44		6/2008 * Total	178.66 178.66
06/11/2008	88688	DAKOTA CITY SHERIFF	inver grove hgts police	101-4000-421.40-44		6/2008 * Total	1,404.00 1,404.00
06/11/2008	88689	DAKOTA CITY TECH COLLEGE	inver grove hgts police	101-4000-421.50-80		6/2008 * Total	420.00 420.00
06/11/2008	88691	DAKOTA CITY TREASURER-AU	february 2008 february 2008 february 2008	101-2000-415.30-70 101-4000-421.30-70 101-5100-442.30-70		6/2008 6/2008 6/2008 * Total	4.16 6.08 18.00 28.24
06/11/2008	88698	FEDEX KINKO'S	cust 9980016701	101-2000-415.50-30		6/2008 * Total	446.77 446.77
06/11/2008	88700	FORENSIC SCIENCE PARTNE	attende; allison bina	101-4000-421.50-80		6/2008 * Total	350.00 350.00
06/11/2008	88701	G & K SERVICES	acct 7494701 acct 7494701 acct 7494701 acct 7494701	101-5200-443.60-45 101-6000-451.60-45 101-5200-443.60-45 101-6000-451.60-45		6/2008 6/2008 6/2008 6/2008 * Total	102.08 58.53 164.99 96.87 422.47
06/11/2008	88708	HAHN, NICHOLAS	charger/ batteries	101-5100-442.60-40		6/2008 * Total	31.81 31.81
06/11/2008	88712	ICC	cust 296400 cust 296400	101-3300-419.60-18 101-3300-419.60-18		6/2008 6/2008 * Total	1,360.03 135.50 1,495.53
06/11/2008	88714	IKON OFFICE SOLUTIONS	145253 combined	101-6000-451.40-65		6/2008 * Total	35.89 35.89
06/11/2008	88715	INVER GROVE FORD	acct 112594917	101-4000-421.70-30		6/2008 * Total	266.25 266.25
06/11/2008	88719	KATH CONSTRUCTION, INC.	city of inver grove hgts	101-5200-443.40-46		6/2008	1,014.00

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/11/2008	88720	KELLEY, TERRY	lunch - training	101-4000-421.50-75		* Total	1,014.00
						6/2008	11.70
						* Total	11.70
06/11/2008	88732	METROPOLITAN COUNCIL EN	city of inver grove hgts	101-0000-341.40-00		* Total	18.25-
						6/2008	18.25-
06/11/2008	88733	MINNEAPOLIS OXYGEN CO.	cust 113505	101-4000-421.60-65		* Total	11.89
						6/2008	11.89
06/11/2008	88734	MN APA	attende; jenn emmerich	101-3200-419.50-80		* Total	11.00
						6/2008	11.00
06/11/2008	88738	MOORE MEDICAL LLC	acct 21185816	101-4200-423.60-65		* Total	1,078.78
			acct 21185816	101-4200-423.60-65		6/2008	525.00
						* Total	1,703.78
06/11/2008	88740	MUNICIPAL SOFTWARE CORP	acct 12283	101-3300-419.30-70		* Total	8,736.00
						6/2008	8,736.00
06/11/2008	88742	NEENAH FOUNDRY COMPANY	acct 163000	101-5200-443.60-16		* Total	245.96
						6/2008	245.96
06/11/2008	88743	NEXTEL COMMUNICATIONS	cust 266948529	101-4000-421.50-20		* Total	496.58
			acct 634573312	101-3300-419.50-20		6/2008	177.66
						* Total	674.24
06/11/2008	88744	O'BRIEN SEASONAL SERVIC	city of inver grove hgt	101-5200-443.40-46		* Total	1,375.00
						6/2008	1,375.00
06/11/2008	88749	PAVEMENT RESOURCES INC	city of inver grove hgts	101-5200-443.40-46		* Total	5,600.00
						6/2008	5,600.00
06/11/2008	88750	PENTAX	cust 8736	101-4000-421.60-65		* Total	407.40
						6/2008	407.40
06/11/2008	88752	PETTY CASH	mngfoa luncheon	101-2000-415.50-75		* Total	15.00
			parking mnapa mtg	101-3200-419.50-80		6/2008	11.25
			lunch	101-3300-419.50-75		6/2008	14.03
			seminar fee	101-3300-419.50-80		6/2008	36.00
			display materials	101-3300-419.60-40		6/2008	48.18
			lunch chiefs meeting	101-4000-421.50-70		6/2008	28.78
						* Total	153.24
06/11/2008	88753	PIONEER PRESS	acct 413964	101-1100-413.50-25		* Total	1,149.00
						6/2008	1,149.00
06/11/2008	88755	PONTEM SOFTWARE BY RIA	cust inv01	101-1100-413.40-44		* Total	738.00
						6/2008	738.00
06/11/2008	88765	SENSIBLE LAND USE COALI	attendees hunting/botten	101-3200-419.50-80		* Total	70.00
						6/2008	70.00

Program: GM179L CHECK REGISTER BY FUND

Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/11/2008	88766	SHERWIN-WILLIAMS	cust 668254535	101-5200-443.60-16		6/2008 * Total	532.79 532.79
06/11/2008	88767	SOUTH ST PAUL ANIMAL HO	city of inver grove	101-4000-421.70-50		6/2008	176.72
			city of inver grove	101-4000-421.70-50		6/2008 * Total	187.12 363.84
06/11/2008	88768	STAR TRIBUNE	acct 1000017984	101-1100-413.50-25		6/2008 * Total	1,237.00 1,237.00
06/11/2008	88770	SUNGARD PUBLIC SECTOR I	cust 1645	101-2000-415.40-44		6/2008 * Total	26,175.94 26,175.94
06/11/2008	88777	TWIN CITIES OCCUPATIONA	cust n261251001589	101-1100-413.30-50		6/2008 * Total	155.00 155.00
06/11/2008	88781	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		6/2008 * Total	22.00 22.00
06/18/2008	88785	ACE PAINT & HARDWARE	cust 1126	101-5100-442.60-40		6/2008	27.08
			cust 1126	101-6000-451.60-35		6/2008	5.85
			cust 1126	101-6000-451.60-66		6/2008 * Total	45.97 78.90
06/18/2008	88787	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		6/2008 * Total	876.92 876.92
06/18/2008	88789	BAARS MECHANICAL, INC.	city of inver grove	101-6000-451.40-40		6/2008	453.70
			city of inver grove	101-6000-451.40-47		6/2008 * Total	398.00 851.70
06/18/2008	88790	BARNA, GUZY, & STEFFEN	city of inver grove	101-1100-413.30-43		6/2008 * Total	168.00 168.00
06/18/2008	88794	BUREAU OF CRIMINAL APPR	city of inver grove pd	101-4000-421.50-80		6/2008 * Total	50.00 50.00
06/18/2008	88797	CEAM C/O LEAGUE OF MN C	steve dodge	101-5100-442.50-70		6/2008 * Total	120.00 120.00
06/18/2008	88800	CONTINENTAL SAFETY EQUI	cust 9021	101-5200-443.60-16		6/2008 * Total	389.62 389.62
06/18/2008	88801	DAKOTA COMMUNICATIONS C	city of inver grove	101-4000-421.70-30		6/2008	18,595.00
			city of inver grove	101-4200-423.70-50		6/2008 * Total	9,297.00 27,892.00
06/18/2008	88803	DANNER LANDSCAPING	inver grove hqts	101-6000-451.60-16		6/2008	106.50
			inver grove hqts	101-6000-451.60-16		6/2008 * Total	565.75 692.25
06/18/2008	88805	EARL F ANDERSEN INC	inver grove hqts	101-6000-451.60-65		6/2008	1,303.56
			inver grove hqts	101-6000-451.60-65		6/2008 * Total	294.46

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	1,598.02
06/16/2008	88806	ECOLAB	acct 18672	101-4200-423.60-11		6/2008	253.33
						* Total	253.33
06/16/2008	88808	ELECTRIC FIRE & SECURIT	city of inver grove	101-6000-451.50-55		6/2008	528.24
						* Total	528.24
06/19/2008	88813	FOX, KIM	refreshment plan meeting	101-3000-419.60-65		6/2008	39.41
						* Total	39.41
06/18/2008	88814	FRAZIER, JILLYNE	permit not needed	101-0000-341.30-00		6/2008	450.00
						* Total	450.00
06/16/2008	88818	GRAINGER	acct 9655476134	101-4200-423.60-40		6/2008	22.63
						* Total	22.63
06/18/2008	88819	GRASS, CECILIA	planning fee returned	101-0000-341.30-00		6/2008	75.00
						* Total	75.00
06/19/2008	88823	HEALTH PARTNERS	city of inver grove hgts	101-0000-203.07-00		6/2008	75,471.77
			city of inver grove hgts	101-0000-203.08-00		6/2008	6,391.83
						* Total	81,863.60
06/18/2008	88825	ICMA	member: janelle teppen	101-1100-413.50-70		6/2008	820.00
						* Total	820.00
06/16/2008	88827	JTD INC SPORTS TURF SPE	city of inver grove hgts	101-6000-451.60-30		6/2008	756.15
			city of inver grove hgts	101-6000-451.60-35		6/2008	1,194.93
						* Total	1,951.08
06/19/2008	88828	JUST RITE CONST INC	city of inver grove	101-6000-451.40-47		6/2008	7,600.00
						* Total	7,600.00
06/18/2008	88831	LANGUAGE LINE SERVICES	acct 9020909043	101-4000-421.50-20		6/2008	2.11
			cust 9020909043	101-4000-421.50-20		6/2008	29.02
						* Total	26.91
06/18/2008	88835	MCCARTHY WELL COMPANY	city of inver grove hgts	101-6000-451.30-70		6/2008	405.00
						* Total	405.00
06/18/2008	88836	MCFOA	member: melissa rheau	101-1100-413.50-70		6/2008	35.00
						* Total	35.00
06/16/2008	88837	METRO ATHLETIC SUPPLY	city of inver grove hgts	101-6000-451.60-40		6/2008	121.09
						* Total	121.09
06/16/2008	88839	MN BOARD OF AELSILAGID	steve dodge	101-5100-442.50-70		6/2008	240.00
						* Total	240.00
06/16/2008	88844	MUNICIPAL RISK SERVICES	city of inver grove hgts	101-6000-451.60-65		6/2008	70.00
						* Total	70.00

Prepared: 06/18/2008, 10:19:10  
 Program: GM179L  
 Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/18/2008	88845	NATURE CALLS, INC.	city of inver grove hgts	101-6000-451.40-65		6/2008	792.35
						* Total	792.35
06/18/2008	88847	NEXTEL COMMUNICATIONS	cust 266183728	101-4200-423.50-20		6/2008	1,791.20
						* Total	1,791.20
06/18/2008	88848	NOTCH, JEFF	planning fee returned	101-0000-341.30-00		6/2008	75.00
						* Total	75.00
06/18/2008	88859	RHEAUME, MELISSA	mileage	101-1200-414.50-65		6/2008	109.40
						* Total	109.40
06/18/2008	88861	S & T OFFICE PRODUCTS	acct 528777	101-4000-421.60-40		6/2008	28.76
			acct 528777	101-3200-419.60-10		6/2008	21.40
			acct 528777	101-1100-413.60-70		6/2008	15.57
			acct 528777	101-3300-419.60-40		6/2008	52.17
			acct 528777	101-2000-415.60-40		6/2008	12.14
			acct 528777	101-5000-441.60-10		6/2008	80.78
						* Total	210.82
06/18/2008	88862	SHERWIN-WILLIAMS	cust 668254535	101-5200-443.60-16		6/2008	532.79
			acct 668254535	101-6000-451.60-66		6/2008	333.48
						* Total	866.27
06/18/2008	88863	SOUTH EAST TOWING	city of inver grove	101-6000-451.30-70		6/2008	79.88
						* Total	79.88
06/18/2008	88864	ST CROIX RECREATION CO	city of inver grove	101-6000-451.40-47		6/2008	5,607.23
						* Total	5,607.23
06/18/2008	88871	TOTAL CONSTRUCTION & EQ	city of inver grove	101-5200-443.40-47		6/2008	10,337.60
			city of inver grove	101-5200-443.40-47		6/2008	6,918.77
			city of inver grove	101-5200-443.40-47		6/2008	6,388.50
						* Total	23,644.87
06/18/2008	88873	UNIFORMS UNLIMITED	cust 14866	101-3300-419.50-80		6/2008	670.68
						* Total	670.68
06/18/2008	88874	UNITED PARCEL SERVICE	cust v4650v	101-5200-443.60-16		6/2008	14.94
						* Total	14.94
06/18/2008	88875	UNITED WAY	city of inver grove	101-0000-203.13-00		6/2008	181.00
						* Total	181.00
06/18/2008	88878	VIKING PAINTS, INC.	cust cig50	101-6000-451.60-16		6/2008	535.31
						* Total	535.31
06/18/2008	88881	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		6/2008	609.92
			acct 5164318574	101-4200-423.40-20		6/2008	792.81
						* Total	1,402.73
06/18/2008	88882	XCEL ENERGY	acct 5152791130	101-5200-443.40-20		6/2008	737.47
			acct 5152791130	101-5400-445.40-20		6/2008	8,043.77

Prepared: 06/18/2008, 10:19:10  
 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
06/18/2008	88883	XCEL ENERGY	acct 5152791130	101-5400-445.40-20		6/2008 * Total	35.10 35.10
06/18/2008	88885	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		6/2008 * Total	37.22 37.22
06/18/2008	88886	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		6/2008 * Total	113.28 113.28
			81 Checks	** Fund Total			231,978.93
06/11/2008	88673	BENGTSON, NICOLE	mileage meals	201-1600-465.50-65 201-1600-465.50-75		6/2008 6/2008 * Total	94.85 24.09 118.94
06/11/2008	88696	EXPLORE MINNESOTA TOURI	city of inver grove hgts	201-1600-465.50-25		6/2008 * Total	100.00 100.00
06/11/2008	88758	PROGRESS PLUS	cust 1053 cust 1053	201-1600-465.30-70 201-1600-465.40-65		6/2008 6/2008 * Total	1,411.56 200.00 1,611.56
			3 Checks	** Fund Total			1,830.50
06/18/2008	88828	JUST RITE CONST INC	city of inver grove	402-6000-451.80-30		6/2008 * Total	4,990.00 4,990.00
06/18/2008	88852	PINE BEND PAVING, INC.	city of inver grove hgts	402-6000-451.60-65		6/2008 * Total	2,774.70 2,774.70
			2 Checks	** Fund Total			7,764.70
06/11/2008	88732	METROPOLITAN COUNCIL EN	city of inver grove hgts	404-0000-217.00-00		6/2008 * Total	1,825.00 1,825.00
06/11/2008	88676	BUDGET SIGN AND GRAPHIC	the grove	421-5913-721.60-40	0113	6/2008 * Total	40.04 40.04
			1 Checks	** Fund Total			1,825.00
06/18/2008	88804	E.H. RENNER & SONS INC	drilling well 9	426-5904-726.80-30	0604	6/2008 * Total	36,574.05 36,574.05
			1 Checks	** Fund Total			40.04
06/18/2008	88617	GARTNER REFRIGERATION &	refrigeration project	428-5906-728.80-20	0806	6/2008 * Total	36,574.05 110,952.03 110,952.03
			1 Checks	** Fund Total			36,574.05
			1 Checks	** Fund Total			110,952.03

Program: GM179L CHECK REGISTER BY FUND

Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/YEAR	AMOUNT
06/11/2008	88698	FEDEX KINKO'S	cust 9980016701	440-5900-740.50-30	0809H	6/2008 * Total	22.51 22.51
1 Checks ** Fund Total							22.51
06/18/2008	88666	ST. CROIX TREE SERVICE,	city of inver grove	443-5900-743.60-16		6/2008 * Total	865.00 865.00
1 Checks ** Fund Total							865.00
06/11/2008	88721	KENNEDY & GRAVEN	city of inver grove hgt	446-5915-746.30-44	0315	6/2008 * Total	4,424.69 4,424.69
06/18/2008	88807	EHLERS AND ASSOCIATES,	city of inver grove hghts	446-5912-746.30-15	0812	6/2008 * Total	138.75 138.75
2 Checks ** Fund Total							4,563.44
06/11/2008	88665	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		6/2008 * Total	26.37 26.37
06/11/2008	88684	CONTROLS & METERS INC	cust inv100	501-7100-512.40-43		6/2008 * Total	837.76 837.76
06/11/2008	88692	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		6/2008 * Total	9.47 9.47
06/11/2008	88701	G & K SERVICES	acct 7494701 acct 7494701	501-7100-512.60-45 501-7100-512.60-45		6/2008 6/2008 * Total	25.77 25.77 51.54
06/11/2008	88704	GERLACH OUTDOOR POWER E	acct 4502565 acct 4502565 acct 4502565	501-7100-512.60-16 501-7100-512.60-16 501-7100-512.60-16		6/2008 6/2008 6/2008 * Total	172.08 45.50 39.04 256.62
06/11/2008	88718	JRK SEED & TURF SUPPLY	inver grove hghts	501-7100-512.60-16		6/2008 * Total	157.62 157.62
06/11/2008	88723	KLM ENGINEERING INC	city of inver grove	501-7100-512.30-30		6/2008 * Total	3,000.00 3,000.00
06/11/2008	88730	METRO LEAK DETECTION IN	city of inver grove	501-7100-512.30-70		6/2008 * Total	215.15 215.15
06/11/2008	88735	MN GLOVE & SAFETY, INC.	acct ctinv6	501-7100-512.60-65		6/2008 * Total	94.05 94.05
06/11/2008	88736	MN PIPE & EQUIPMENT	acct 2195 acct 2195 acct 2195	501-7100-512.60-16 501-7100-512.60-16 501-7100-512.60-16		6/2008 6/2008 6/2008 * Total	387.62 350.24 1,234.00 1,971.86

City of Inver Grove Heights  
CHECK REGISTER BY FUND

Prepared: 06/18/2008, 10:19:10  
Program: GM179L  
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/11/2008	88745	ONE CALL CONCEPTS INC	acct cincht1	501-7100-512.30-70		6/2008 * Total	991.80 991.80
06/11/2008	88779	TWIN CITY WATER CLINIC	city of igh city of igh	501-7100-512.30-70 501-7100-512.30-70		6/2008 * Total	440.00 65.00 505.00
06/11/2008	88782	WACONIA FARM SUPPLY	acct 30335	501-7100-512.60-16		6/2008 * Total	5.66 5.66
06/18/2008	88785	ACE PAINT & HARDWARE	cust 1126 cust 1126	501-7100-512.60-16 501-7100-512.60-16		6/2008 6/2008	4.24 15.95
			cust 1126 cust 1126	501-7100-512.60-16 501-7100-512.60-16		6/2008 6/2008	9.88 18.71
			cust 1126 cust 1126	501-7100-512.60-16 501-7100-512.60-16		6/2008 6/2008	10.63 12.23
			cust 1126	501-7100-512.60-16		* Total	71.64
06/18/2008	88799	CONTINENTAL RESEARCH CO	cust igh0001	501-7100-512.60-16		6/2008 * Total	501.16 501.16
06/18/2008	88822	HAWKINS INC	acct 108816	501-7100-512.60-19		6/2008 * Total	572.36 572.36
06/18/2008	88829	KEYS WELL DRILLING CO	city of inver grove hgts	501-7100-512.40-42		6/2008 * Total	8,935.10 8,935.10
06/18/2008	88938	MILLER & WEBER INC	cust cit180	501-7100-512.40-43		6/2008 * Total	516.07 516.07
06/18/2008	88843	MN PIPE & EQUIPMENT	cust 2195	501-7100-512.60-16		6/2008 * Total	325.78 325.78
06/18/2008	88876	US POSTMASTER	city of igh	501-7100-512.50-35		6/2008 * Total	1,975.68 1,975.68
06/18/2008	88884	XCEL ENERGY	acct 5160987097 acct 5160987097	501-7100-512.40-10 501-7100-512.40-20		6/2008 6/2008 * Total	1,043.99 12,473.80 13,517.79
				21 Checks	** Fund Total		34,538.48
06/11/2008	88690	DAKOTA CITY TREASURER	city of inver grove hgts	502-0000-207.01-00		6/2008 * Total	80.00 80.00
06/11/2008	88699	FLEXIBLE PIPE TOOL COMP	acct 157011438908	502-7200-514.40-42		6/2008 * Total	438.00 438.00
06/11/2008	88701	G & K SERVICES	acct 7494701 acct 7494701	502-7200-514.60-45 502-7200-514.60-45		6/2008 6/2008 * Total	11.04 11.04 22.08
06/11/2008	88731	METROPOLITAN COUNCIL	cust 5084	502-7200-514.40-15		6/2008	109,359.28

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/11/2008	88775	TOTAL CONSTRUCTION & EQ	city of inver grove	502-7200-514.40-42		* Total	109,359.28
06/18/2008	88812	FLINT HILLS RESOURCES,	REQUESTED CREDIT REFUND	502-0000-116.00-00		* Total	459.04
06/18/2008	88851	PCU TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		* Total	31.64
06/18/2008	88854	PORATH, KATHRYN	REQUESTED CREDIT REFUND	502-0000-116.00-00		* Total	50.00
06/18/2008	88884	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		* Total	87.93
06/11/2008	88669	ARCTIC GLACIER, INC.	acct 1726134 acct 1726134	503-8300-524.60-65 503-8300-524.60-65	9 Checks	** Fund Total	110,616.37
06/11/2008	88672	BAARS MECHANICAL, INC.	inverwood golf course inverwood golf course	503-8500-526.40-40 503-8500-526.40-40		* Total	99.50
06/11/2008	88681	COCA COLA BOTTLING COMP	acct 3079049 acct 3079049 acct 3079049	503-8300-524.76-10 503-8300-524.76-10 503-8300-524.76-10		* Total	1,029.20
06/11/2008	88682	COLLEGE CITY BEVERAGE	acct 3592 cust 3592	503-8300-524.76-15 503-8300-524.76-15		* Total	269.10
06/11/2008	88693	DAVE'S TREE SERVICE & L	inverwood golf course	503-8500-526.70-60		* Total	5,311.70
06/11/2008	88702	G & K SERVICES	acct 1057401	503-8600-527.60-45		* Total	52.45
06/11/2008	88703	GEMPLER'S INC.	cust 001758	503-8600-527.60-50		* Total	246.71
06/11/2008	88706	GRANDMA'S BAKERY	inverwood golf course inverwood golf course inverwood golf course inverwood golf course inverwood golf course inverwood golf course	503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05		* Total	50.61

City of Inver Grove Heights  
CHECK REGISTER BY FUND

Prepared: 06/18/2008, 10:19:10  
Program: GML79L  
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/11/2008	88706	GRANDMA'S BAKERY	inverwood golf course	503-8300-524.76-05		6/2008	46.29
			inverwood golf course	503-8300-524.76-05		* Total	44.23
							472.88
06/11/2008	88716	JJ TAYLOR DIST. COMPANY	cust 834	503-8300-524.76-15		6/2008	122.60
						* Total	122.60
06/11/2008	88725	LEITNER COMPANY	inverwood golf course	503-8600-527.60-20		6/2008	390.43
			inverwood golf course	503-8600-527.60-20		* Total	313.65
							704.08
06/11/2008	88726	LESCO CREDIT SERVICES	acct 174637	503-8600-527.60-35		6/2008	813.77
						* Total	813.77
06/11/2008	88728	LOWE'S	cust 99006764080	503-8600-527.60-20		6/2008	42.20
						* Total	42.20
06/11/2008	88737	MOBILE RADIO ENGINEERIN	inverwood golf course	503-8600-527.40-42		6/2008	78.65
						* Total	78.65
06/11/2008	88739	MTI DISTRIBUTING CO	acct 402307	503-8600-527.60-08		6/2008	383.00
			acct 402307	503-8600-527.60-08		6/2008	716.94
			acct 402307	503-8600-527.60-08		6/2008	324.29
			acct 402307	503-8600-527.40-42		6/2008	407.76
			acct 402307	503-8600-527.60-08		* Total	190.00
							2,021.99
06/11/2008	88741	NAPA AUTO PARTS	acct 301	503-8600-527.40-42		6/2008	65.05
			acct 301	503-8600-527.40-42		6/2008	19.49
			acct 301	503-8600-527.40-42		* Total	22.82
							107.36
06/11/2008	88751	PERFORMANCE DRAFT BEER	inverwood golf course	503-8300-524.40-42		6/2008	30.00
						* Total	30.00
06/11/2008	88757	PRECISION TURF & CHEMIC	inverwood golf course	503-8600-527.60-35		6/2008	5,070.19
			inverwood golf course	503-8600-527.60-30		6/2008	2,385.60
						* Total	7,455.79
06/11/2008	88769	SUMMIT FOOD EQUIPMENT S	acct 00299	503-8300-524.40-42		6/2008	557.73
						* Total	557.73
06/11/2008	88771	SUNSET GOLF, INC.	cust 280001	503-8200-523.76-45		6/2008	236.56
						* Total	236.56
06/11/2008	88780	US FOODSERVICE	acct 2230000	503-8300-524.76-05		6/2008	26.88-
			acct 2230000	503-8300-524.60-65		6/2008	240.97
			acct 2230000	503-8300-524.76-05		* Total	556.37
							770.46
06/18/2008	88785	ACE PAINT & HARDWARE	cust 1126	503-8600-527.60-20		6/2008	28.72
			cust 1126	503-8600-527.60-20		6/2008	7.76
						* Total	36.48

City of Inver Grove Heights  
CHECK REGISTER BY FUND

Prepared: 06/18/2008, 10:19:10  
Program: GMI79L  
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/18/2008	88793	BUCHHOLZ, JOHN	mileage	503-8600-527.50-75		6/2008 * Total	16.16 16.16
06/18/2008	88811	FLANNERY, JOHN	mileage - training	503-8600-527.50-75		6/2008 * Total	16.16 16.16
06/18/2008	88816	G & K SERVICES	cust 0157401	503-8600-527.60-45		6/2008 * Total	47.24 47.24
06/18/2008	88832	LENTNER, GLEN	disposal old tv gesaa annual dues	503-8600-527.40-25 503-8600-527.50-70		6/2008 6/2008 * Total	160.00 320.00 480.00
06/18/2008	88833	LINCOLN EQUIPMENT, INC	cust igh2	503-8600-527.60-15		6/2008 * Total	335.90 335.90
06/18/2008	88841	MN GOLF ASSOCIATION, IN	inverwood golf course	503-8000-521.70-25		6/2008	2,700.00
			inverwood golf course	503-8000-521.70-25		6/2008	432.00
			inverwood golf course	503-8000-521.70-25		6/2008	1,242.00
			inverwood golf course	503-8000-521.70-25		6/2008 * Total	90.00 4,464.00
06/18/2008	88856	PRECISION TURF & CHEMIC	cust inve01 inverwood golf course	503-8600-527.60-20 503-8600-527.60-30		6/2008 6/2008 * Total	480.02 667.97 1,147.99
06/18/2008	88857	PRESTIGE ELECTRIC, INC.	inverwood golf course	503-8600-527.40-40		6/2008 * Total	188.00 188.00
06/18/2008	88867	STERNY, MICHAEL	mileage	503-8600-527.50-75		6/2008 * Total	16.16 16.16
06/18/2008	88869	TDS METROCOM	cust 6514573667	503-8500-526.50-20		6/2008 * Total	278.22 278.22
06/18/2008	88887	YOCUM OIL COMPANY, INC.	cust 506975	503-8400-525.60-21		6/2008 * Total	1,714.32 1,714.32
			32 Checks		** Fund Total		29,811.92
06/11/2008	88667	ALPHA BITS BAND	igh park/rec	504-6100-452.30-70	R30720	6/2008 * Total	175.00 175.00
06/11/2008	88714	IKON OFFICE SOLUTIONS	145253 combined	504-6100-452.40-65	R90100	6/2008 * Total	323.02 323.02
06/11/2008	88748	PARTY UNIT	inver grove park & rec	504-6100-452.30-70	R30950	6/2008 * Total	350.00 350.00
06/11/2008	88754	PLANTENBERG CATHY	inver grove park & rec	504-6100-452.30-70	R30720	6/2008 * Total	200.00 200.00
06/11/2008	88764	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R40100	6/2008	33.09

City of Inver Grove Heights  
CHECK REGISTER BY FUND

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/11/2008	88773	THOMPSON, NICK	movie tickets-friday fest	504-6100-452.50-90	R30720	6/2008	70.00
						* Total	70.00
06/11/2008	88783	WENDY'S WIGGLE, JIGGLE	inver grove park & rec	504-6100-452.30-70	R30720	6/2008	225.00
						* Total	225.00
06/16/2008	88798	CHAMPIONSHIP PRODUCTS	cust igh parks & rec	504-6100-452.60-45	R55000	6/2008	2,367.00
			cust igh parks & rec	504-6100-452.60-45	R40100	6/2008	90.00
			cust igh parks & rec	504-6100-452.60-45	R40100	6/2008	237.60
			cust igh parks & rec	504-6100-452.60-45	R40100	6/2008	369.60
			cust igh parks & rec	504-6100-452.60-45	R40100	6/2008	534.60
			cust igh parks & rec	504-6100-452.60-45	R40100	6/2008	395.80
			cust igh parks & rec	504-6100-452.60-45	R40100	6/2008	495.00
			cust igh parks & rec	504-6100-452.60-45	R40100	6/2008	39.60
					* Total		4,529.20
06/18/2008	88826	INVER GROVE HEIGHTS SEN	senior club	504-0000-227.10-00		6/2008	354.00
						* Total	354.00
06/18/2008	88837	METRO ATHLETIC SUPPLY	city of inver grove hgts	504-6100-452.60-09	R55000	6/2008	25.24
						* Total	25.24
06/11/2008	88677	BUESTOW AND ASSOCIATES I	city of inver grove hgts	505-6200-453.30-20	C21000	6/2008	1,238.44
						* Total	1,238.44
06/11/2008	88683	COMCAST	cust 8772105910277033	505-6200-453.50-70	C10000	6/2008	74.95
						* Total	74.95
06/11/2008	88687	CULLIGAN	acct 157011438908	505-6200-453.60-16	C21000	6/2008	790.76
			acct 157011438908	505-6200-453.60-65	C10000	6/2008	30.50
						* Total	821.26
06/11/2008	88705	GLEWWE DOORS	city of inver grove hgts	505-6200-453.60-16	C25000	6/2008	57.00
			city of inver grove hgts	505-6200-453.40-40	C21000	6/2008	290.00
						* Total	347.00
06/11/2008	88709	HAWKINS, INC.	cust 108815	505-6200-453.60-15	C25000	6/2008	1,426.91
			cust 108815	505-6200-453.60-15	C25000	6/2008	499.66
						* Total	1,926.57
06/11/2008	88711	HUEBSCH SERVICES	cust 92965	505-6200-453.40-40	C25000	6/2008	101.28
						* Total	101.28
06/11/2008	88713	IKON OFFICE SOLUTIONS	cust 1452531010633	505-6200-453.40-65	C10000	6/2008	528.24
						* Total	528.24
06/11/2008	88717	JOHNSON CONTROLS	cust 288129520201	505-6200-453.40-40	C25000	6/2008	2,634.67
						* Total	2,634.67

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City of Inver Grove Heights  
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/I NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/11/2008	88722	KIMBALL MIDWEST	cust 226819	505-6200-453.60-12	C25000	6/2008 * Total	100.80 100.80
06/11/2008	88729	MENARDS - WEST ST. PAUL	acct 30170270	505-6200-453.60-16	C21000	6/2008	130.03
			acct 30170270	505-6200-453.60-16	C21000	6/2008 * Total	86.55 216.58
06/11/2008	88747	OXYGEN SERVICE COMPANY,	cust 09684	505-6200-453.60-65	C16000	6/2008 * Total	12.55 12.55
06/11/2008	88756	PRECISION DATA SYSTEMS	the grove/vmcc	505-6200-453.50-30	C10100	6/2008 * Total	925.00 925.00
06/11/2008	88760	PUSH PEDAL PULL	veterans mem comm ctr	505-6200-453.40-42	C70000	6/2008 * Total	125.16 125.16
06/11/2008	88762	SAM'S CLUB	acct 7715090061606950	505-6200-453.50-70	C10000	6/2008	26.25
			acct 7715090061606950	505-6200-453.60-40	C70000	6/2008	19.08
			acct 7715090061606950	505-6200-453.60-65	C70000	6/2008	28.04
			acct 7715090061606950	505-6200-453.70-60	C10500	6/2008 * Total	6.77 80.14
06/11/2008	88764	SAM'S CLUB	acct 7715090065702540	505-6200-453.60-65	C85000	6/2008	156.94
			acct 7715090065702540	505-6200-453.76-05	C16000	6/2008 * Total	181.89 338.83
06/11/2008	88772	SWENSON, TAMI	cpr class canceled	505-0000-352.35-00	C51000	6/2008 * Total	25.00 25.00
06/11/2008	88776	TRUZINSKI, TAMI	fed ex - coconut policies	505-6200-453.60-65	C60100	6/2008 * Total	19.17 19.17
06/18/2008	88785	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-40	C25000	6/2008 * Total	5.31 5.31
06/18/2008	88788	APEC	city of inver grove	505-6200-453.60-16	C25000	6/2008 * Total	470.46 470.46
06/18/2008	88809	ELECTRONIC COMM. SYSTEM	cust cit002	505-6200-453.40-40	C25000	6/2008 * Total	1,337.32 1,337.32
06/18/2008	88865	ST. AUBIN, DAVE	inver grove hqts	505-6200-453.30-70	C21000	6/2008	660.00
			inver grove hqts	505-6200-453.30-70	C21000	6/2008 * Total	465.00 1,125.00
06/18/2008	88868	SUN NEWSPAPERS	cust 299836	505-6200-453.50-25	C91000	6/2008 * Total	105.00 105.00
06/18/2008	88877	USA TUMBLE BEE'S GYMNAS	city of inver grove	505-6200-453.30-70	C16000	6/2008 * Total	100.00 100.00
06/18/2008	88879	W GOETSCH ASSOC INC	city of igh	505-6200-453.40-40	C25000	6/2008 * Total	1,323.98 1,323.98

Prepared: 06/18/2008, 10:19:10  
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City of Inver Grove Heights  
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/11/2008	88666	ALLIANT MECHANICAL	acct invergr	603-5300-444.60-12		6/2008 * Total	824.00 824.00
06/11/2008	88670	ASPEN EQUIPMENT	acct 26317	603-5300-444.80-70		6/2008 * Total	4,691.53 4,691.53
06/11/2008	88671	ASTLEFORD INT'L & ISUZU	cust 1454	603-0000-145.50-00		6/2008 * Total	86.61 86.61
06/11/2008	88678	C.J. SPRAY, INC.	city of inver grove	603-5300-444.40-41		6/2008 * Total	231.53 231.53
06/11/2008	88679	CARQUEST OF ROSEMOUNT	cust 614420	603-0000-145.50-00		6/2008 6/2008	120.49 2.95
			cust 614420	603-5300-444.40-41		6/2008	6.68
			cust 614420	603-5300-444.60-12		6/2008	4.46
			cust 614420	603-5300-444.40-41		6/2008	1.77
			cust 614420	603-5300-444.60-12		6/2008	9.49
			cust 614420	603-0000-145.50-00		6/2008	6.86
			cust 614420	603-5300-444.60-12		6/2008	8.27
			cust 614420	603-5300-444.40-41		6/2008	102.46
			cust 614420	603-0000-145.50-00		6/2008	38.25
			cust 614420	603-0000-145.50-00		6/2008	16.10
			cust 614420	603-0000-145.50-00		* Total	317.78
06/11/2008	88694	EMERGENCY APPARATUS MAI	inver grove hts	603-5300-444.40-41		6/2008 * Total	777.12 777.12
06/11/2008	88695	EMERGENCY AUTOMOTIVE TE	inver grove hts city	603-5300-444.40-41		6/2008 * Total	269.32 269.32
06/11/2008	88697	FACTORY MOTOR PARTS COM	acct 10799	603-5300-444.40-41		6/2008 * Total	50.92 50.92
06/11/2008	88701	G & K SERVICES	acct 7494701	603-5300-444.40-65		6/2008	92.49
			acct 7494701	603-5300-444.60-45		6/2008	103.52
			acct 7494701	603-5300-444.40-65		6/2008	92.50
			acct 7494701	603-5300-444.60-45		6/2008	40.61
						* Total	329.12
06/11/2008	88722	KIMBALL MIDWEST	acct 2220006	603-0000-145.50-00		6/2008	9.27
			acct 2220006	603-5300-444.60-12		6/2008	154.88
			acct 2220006	603-0000-145.50-00		6/2008	48.10
						* Total	212.25
06/11/2008	88724	LANGULA HARDWARE INC	inver grove hrgts	603-5300-444.40-41		6/2008 * Total	359.83 359.83
06/11/2008	88759	PUMP AND METER SERVICE	city of inver grove	603-5300-444.40-42		6/2008 * Total	303.46 303.46

24 Checks \*\* Fund Total

City of Inver Grove Heights  
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/11/2008	88761	REGIONS INTERSTATE BILL	cust 14649	603-5300-444.60-12		6/2008 * Total	18.38 18.38
06/18/2008	88796	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		6/2008	72.57
			cust 614420	603-5300-444.40-41		6/2008	120.15
			cust 614420	603-5300-444.40-41		6/2008	388.75
			cust 614420	603-0000-145.50-00		6/2008	13.13
			cust 614420	603-5300-444.40-41		6/2008	30.29
			cust 614420	603-0000-145.50-00		6/2008	46.06
			cust 614420	603-0000-145.50-00		6/2008	18.25
			cust 614420	603-5300-444.40-41		6/2008	62.78
			cust 614420	603-5300-444.40-41		6/2008	76.07
			cust 614420	603-5300-444.40-41		6/2008	10.80
			cust 614420	603-5300-444.40-41		6/2008	62.07
			cust 614420	603-0000-145.50-00		6/2008	123.59
			cust 614420	603-5300-444.40-41		6/2008	78.79
			cust 614420	603-0000-145.50-00		6/2008	71.72
						* Total	1,001.28
06/18/2008	88802	DAKOTA COUNTY TECH COLL	attende: rick jackson	603-5300-444.50-80		6/2008 * Total	75.00 75.00
06/18/2008	88810	EMERGENCY AUTOMOTIVE TE	city of inver grove hgts	603-5300-444.80-70		6/2008 * Total	492.75 492.75
06/18/2008	88815	FURY MOTORS INC	city of igh pd	603-5300-444.80-70		6/2008 * Total	21,082.21 21,082.21
06/18/2008	88820	GREEN LIGHTS RECYCLING	city of inver grove hgts	603-5300-444.40-25		6/2008 * Total	145.51 145.51
06/18/2008	88821	HANCO CORPORATION	acct 332660	603-5300-444.60-14		6/2008 * Total	325.04 325.04
06/18/2008	88830	KIMBALL MIDWEST	acct 222006	603-5300-444.60-12		6/2008 * Total	95.32 95.32
06/18/2008	88853	POMP'S TIRE SERVICE, IN	acct 4502557	603-5300-444.60-14		6/2008	40.00
			cust 4502557	603-5300-444.60-14		6/2008	1,459.60
						* Total	1,499.60
06/18/2008	88858	R & R CARPET SERVICE	city of inver grove	603-5300-444.40-65		6/2008 * Total	69.23 69.23
06/18/2008	88870	TOPPERS & MORE	city of inver grove hgts	603-5300-444.80-70		6/2008 * Total	2,605.53 2,605.53
06/18/2008	88872	TURFWERKS	city of inver grove	603-5300-444.40-41		6/2008 * Total	175.74 175.74
06/18/2008	88880	WESTERN PETROLEUM COMPA	city of igh	603-0000-145.50-00		6/2008 * Total	1,051.52 1,051.52

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/18/2008	88882	XCEL ENERGY	acct 5152791130 acct 5152791130	603-5380-444.40-10 603-5380-444.40-20		6/2008 6/2008 * Total	973.56 1,347.53 2,321.09
06/11/2008	88762	SAM'S CLUB	acct 7715090061606950	26 Checks 604-2200-416.60-10	** Fund Total	6/2008 * Total	39,411.67 17.68 17.68
06/16/2008	88855	PRECISION DATA SYSTEMS	the grove/vmcc the grove/vmcc water bill forms	604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10		6/2008 6/2008 6/2008 * Total	967.26 427.28 713.97 2,108.51
06/18/2008	88861	S & T OFFICE PRODUCTS	acct 528777 acct 528777	604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10		6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 * Total	35.21 21.10 30.69 165.19 14.44 136.23 121.54 97.10 41.54 152.64 21.96 68.19 905.83
06/11/2008	88675	BKV GROUP, INC.	city of inver grove	3 Checks 605-3100-419.30-70	** Fund Total	6/2008 * Total	3,032.02 503.80 503.80
06/11/2008	86727	LONE OAK COMPANIES, INC	city of inver grove	605-3100-419.50-35		6/2008 * Total	283.30 283.30
06/11/2008	88746	ONVOY INC	cust 001555726455	605-3100-419.50-20		6/2008 * Total	977.32 977.32
06/11/2008	88774	THYSENKRUPP ELEVATOR C	cust 941639	605-3100-419.40-40		6/2008 * Total	271.70 271.70
06/18/2008	88791	BETTS, BETH	city of inver grove	605-3100-419.60-65		6/2008 * Total	420.24 420.24
06/18/2008	88792	BROTHERS MFG	city of inver grove	605-3100-419.60-11		6/2008 * Total	234.32 234.32
06/18/2008	88807	EHLERS AND ASSOCIATES,	city of inver grove hghts	605-3100-419.30-70		6/2008 * Total	1,110.00 1,110.00
06/18/2008	88846	NEOPOST	cust 52240662711508	605-3100-419.60-65		6/2008 * Total	207.68 207.68

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 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
06/18/2008	88850	PBS GRAPHIC ART & DESIG	city of inver grove hgts	605-3100-419.30-70		6/2008	996.84
						* Total	996.84
06/18/2008	88858	R & R CARPET SERVICE	city of inver grove	605-3100-419.40-65		6/2008	124.50
						* Total	124.50
06/18/2008	88888	ZEE MEDICAL SERVICE	acct 701	605-3100-419.60-65		6/2008	112.98
						* Total	112.98
			11 Checks		** Fund Total		5,242.68
06/18/2008	88786	ADVANCED TECHNOLOGY SYS	cust cityinver	606-1400-413.60-10		6/2008	1,117.82
			cust cityinver	606-1400-413.40-49		6/2008	100.00
						* Total	1,217.82
06/18/2008	88834	MACSDSIGN STUDIO	city of inver grove hgts	606-1400-413.60-42		6/2008	999.00
						* Total	999.00
06/18/2008	88840	MN CITY/COUNTY MANAGEME	member: jenelle teppen	606-1400-413.60-42		6/2008	102.50
						* Total	102.50
06/18/2008	88842	MN OFFICE OF ENTERPRISE	cust b00659	606-1400-413.30-70		6/2008	100.00
						* Total	100.00
06/18/2008	88849	OFFICE OF ENTERPRISE TE	cust 200b00171	606-1400-413.30-75		6/2008	311.81
						* Total	311.81
			5 Checks		** Fund Total		2,731.13
06/06/2008	88663	STEARNS COUNTY SHERIFF'	michael james bellinger	702-0000-229.10-00		6/2008	380.00
						* Total	380.00
06/11/2008	88668	ANDKA COUNTY SHERIFF'S	mekiel moore	702-0000-229.10-00		6/2008	300.00
						* Total	300.00
06/11/2008	88686	CULLIGAN	cust 157984732428	702-0000-228.63-00		6/2008	34.04
						* Total	34.04
06/11/2008	88707	H.J. DEVELOPMENT	concord crossroads	702-0000-228.67-00		6/2008	8,844.43
						* Total	8,844.43
06/11/2008	88710	HENNEPIN COUNTY DISTRIC	nicholas allen kaniewski	702-0000-229.10-00		6/2008	50.00
						* Total	50.00
06/11/2008	88762	SAM'S CLUB	acct 771590061606950	702-0000-229.02-00		6/2008	106.71
						* Total	106.71
06/11/2008	88778	TWIN CITY TROLLEYS	city of igh - deposit	702-0000-230.72-00		6/2008	400.00
						* Total	400.00
06/18/2008	88624	HENNEPIN COUNTY DISTRIC	akbar-shbz-oddiach	702-0000-229.10-00		6/2008	50.00
						* Total	50.00

Program: GM179L CHECK REGISTER BY FUND

Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
8 Checks ** Fund Total							10,165.18
243 Checks *** Bank Total							652,232.91
243 Checks *** Grand Total							652,232.91

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Pay Voucher No. 4 – City Well No. 2006-04, Drilling of City Well No. 9**

Meeting Date: June 23, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT OS*

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 4 for City Project No. 2006-04 – Drilling of City Well No. 9.

**SUMMARY**

The improvements were ordered by the City Council on November 13, 2007. The contract was awarded to E. H. Renner & Sons, Inc. in the amount of \$294,960.00 on January 14, 2008. The contractor has completed the work through June 2, 2008 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works and Bonestroo recommend approval of contractor Pay Voucher No. 4 in the amount of \$36,574.05 for work completed on City Project No. 2006-04 – Drilling of City Well No. 9.

SDT/kf  
Pay Voucher No. 4



Owner:	City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 5507	Date:	June 2, 2008
For Period:	5/1/2008 to 6/2/2008	Request No:	4
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	\$ 0.00	
4	Revised Contract Amount		\$ 294,960.00
5	Value Completed to Date		\$ 151,500.03
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 151,500.03
8	Less Retainage 5%		\$ 7,575.00
9	Subtotal		\$ 143,925.03
10	Less Amount Paid Previously		\$ 107,350.98
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>4</u>		<u>\$ 36,574.05</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:  
June 23, 2008

\_\_\_\_\_

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 1 and Change Order No. 1 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.**

Meeting Date: June 23, 2008  
 Item Type: Consent  
 Contact: Steve W. Dodge, 651.450.2541 *SWD*  
 Prepared by: Steve W. Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *ST*

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: 2003-15 Project Funds and Contingency Funds

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 1 and Change Order No. 1 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

**SUMMARY**

The improvements were ordered by the City Council on November 14, 2005. The contract was awarded to Ames Construction in the amount of \$9,537,706.15 on April 14, 2008. The contractor has completed portions of the work in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

The project completion dates were originally set according to an assumed award date to occur no later than February 24, 2008. This allowed the proper time to construct Segment 1 (from Babcock Trail to 80<sup>th</sup> Street to the Lift Station) and Segment 2 (Lift Station to 70<sup>th</sup> Street) within the contract timelines. Due to the large scale of the project a 90-day award period allowed for a later award date to buffer for delays due to the complexity of the project, the outcome of the condemnation process, and the private utility negotiations. The contract was not awarded until April 14, 2008 for these various reasons; therefore, the project timeline for the Segment 1 utility installation within Babcock Trail and 80<sup>th</sup> Street was condensed from 24 weeks down to 20 weeks in order to meet the November 1, 2008 substantial completion date. Instead of the private utility companies being relocated within Babcock Trail and 80<sup>th</sup> Street by May 15<sup>th</sup>, they were not able to be relocated to avoid impeding construction until June 13<sup>th</sup> due to the later award date. Therefore, it is mutually agreed and understood that the contractor shall be compensated for the additional costs for all labor, equipment, and materials required to complete Segment 1 work by the original contract deadlines. The amount will be paid as the additional work for time and materials is submitted in writing, with a not to exceed cost of \$105,100.00. In addition, the deadline for the contractor to complete the Segment 2 trenchless sanitary sewer from MH P to the north side of 70<sup>th</sup> Street is extended from March 1, 2009 to June 1, 2009, without any additional compensation. The Substantial Completion Date for that portion of Segment 2 trenchless sanitary sewer from Manhole K to Manhole P shall remain as March 1, 2009 to allow for construction of the proposed roundabout at TH 3 and the proposed CR 28 intersection.

Change Order No. 1 also includes a temporary detour change for the closure of Babcock and 80<sup>th</sup> Street, specialty signing expenses for a local business and church, and minor storm water system changes. Change Order No. 1 will be funded from the project contingency fund.

Pay Voucher No. 1 includes a payment of \$388,858.39 for materials delivered to the site and stored on the project. This is a large scale project and the contractor, Ames Construction, has agreed in the attached letter to take responsibility of insuring, securing, protecting and storing the materials at the contractor's risk and expense. Approximately \$1.2 million of materials will be delivered to the site. The item will not add any costs to the project and will be tracked via the attached Pay Request in the Total and Deduct items for stored materials.

Public Works recommends approval of contractor Pay Voucher No. 1 in the amount of \$585,132.83 and Change Order No. 1 in the amount of \$115,212.50 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SD/kf

Pay Voucher No. 1

Change Order No. 1

Letter from Ames Construction

Pay Request

Pay Estimate

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 1  
DATE: June 16, 2008  
PERIOD ENDING: May 31, 2008  
CONTRACT: Northwest Area Trunk Utility Improvements  
PROJECT NO: 2003-15

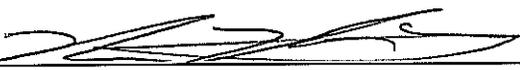
TO: Ames Construction, Inc.  
2000 Ames Drive  
Burnsville, MN 55306

A. Original Contract Amount.....\$9,537,706.15  
B. Total Addition (Change Order No. 1) .....\$115,212.50  
C. Total Deductions .....\$  
D. TOTAL CONTRACT AMOUNT .....\$9,652,918.65  
E. TOTAL VALUE OF WORK TO DATE .....\$615,929.30  
F. LESS RETAINED (5%).....\$30,796.47  
G. Less Previous Payment.....\$  
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....\$585,132.83  
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER .....\$585,132.83

APPROVALS:

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

Signed by:  19 JUNE 08  
Scott Thureen, Public Work Director Date

Signed by:  6/17/08  
Kevin Klimmek, Ames Construction Date

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

CITY PROJECT NO. 2003-15  
NORTHWEST AREA TRUNK UTILITY IMPROVEMENTS

<b>Owner:</b> City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	<b>Date of Issuance:</b> June 16, 2008
<b>Contractor:</b> Ames Construction, Inc. 2000 Ames Drive Burnsville, MN 55306	<b>Engineer:</b> Bolton & Menk, Inc. 12224 Nicollet Ave Burnsville, MN 55337

**Purpose of Change Order:**

Compensate the Contractor for work performed outside of the scope of the original project Contract to include:

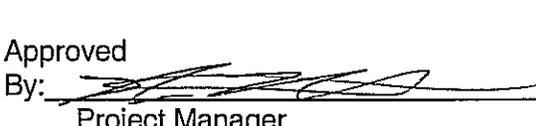
**Item #1:** The project completion dates were originally set according to an assumed award date to occur no later than February 24, 2008. This allowed the proper time to construct Segment 1 (from Babcock Trail to 80<sup>th</sup> Street to the Lift Station) and Segment 2 (Lift Station to 70<sup>th</sup> Street) within the contract timelines. Due to the large scale of the project a 90-day award period allowed for a later award date to buffer for delays due to the complexity of the project, the outcome of the condemnation process, and the private utility negotiations. The contract was not awarded until April 14, 2008 for these various reasons; therefore, the project timeline for the Segment 1 utility installation within Babcock Trail and 80<sup>th</sup> Street was condensed from 24 weeks down to 20 weeks in order to meet the November 1, 2008 substantial completion date. Instead of the private utility companies being relocated within Babcock Trail and 80<sup>th</sup> Street by May 15<sup>th</sup>, they were not able to be relocated to avoid impeding construction until June 13<sup>th</sup> due to the later award date. Therefore, it is mutually agreed and understood that the Contractor shall be compensated for the additional costs for all labor, equipment, and materials required to complete Segment 1 work by the original contract deadlines. The amount will be paid as the additional work for time and materials is submitted in writing, with a not to exceed cost of \$105,100.00. In addition, the deadline for the contractor to complete the Segment 2 trenchless sanitary sewer from MH P to the north side of 70<sup>th</sup> Street is extended from March 1, 2009 to June 1, 2009, without any additional compensation. The Substantial Completion Date for that portion of Segment 2 trenchless sanitary sewer from Manhole K to Manhole P shall remain as March 1, 2009 to allow for construction of the proposed roundabout at TH 3 and the proposed CR 28 intersection.

**Item #2:** The intersection of Babcock Trail and 80<sup>th</sup> Street East is required to be closed due to the deep sanitary sewer trench widths, safety, and supporting utilities in the right-of-way. The City has directed the Contractor to use Blaine Avenue as the temporary detour route for the closure of the intersection of Babcock Trail and 80<sup>th</sup> Street East. Therefore, it is mutually agreed and understood that the contractor shall obtain all required approvals and provide all detour signage for the duration of the temporary detour for a lump sum cost of \$4,500.00.

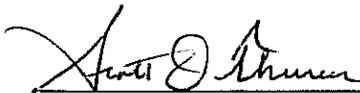
**Item #3:** Temporary specialty signage was requested for the Inver Hills Assembly of God Church and the Sure Lock Storage facility for the duration of the project. Therefore, the Contractor shall provide business signage for the two above-mentioned businesses for the duration of the Project for a lump sum cost of \$1,182.50.

**Item #4:** The Engineer has determined that the 48" diameter manhole identified in the plans as Storm Manhole #10 shown on Sheet 8.05 is required to be an 84" diameter structure; therefore, the Contractor shall delete the cost of the 48" diameter structure (1 EA @ \$3000.00) from the contract and provide an 84" diameter structure (1 EA @ \$7,430.00) for Storm Manhole #10 for a net cost increase of \$4,430.00.

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$9,537,706.15	Original Contract Time: Segment 2 Sanitary Sewer Substantial Completion: March 1, 2009
Previous Change Orders No. _____ to No. _____	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$9,537,706.15	Contract Time Prior to this Change Order
Net Increase of this Change Order \$115,212.50	Net Increase (Decrease) of Change Order Segment 2 Sanitary Sewer Substantial Completion from MH P to 70 <sup>th</sup> Street EOP: 3-months
Contract Price with all Approved Change Orders \$9,652,918.65	Contract Time with Approved Change Segment 2 Sanitary Sewer Substantial Completion from MH P to 70 <sup>th</sup> Street EOP: June 1, 2009
Recommended By:  Engineering Project Manager	Approved By:  Project Manager

Approved By:



Approved By:

George Tourville, Mayor

Date of Council Action:

\_\_\_\_\_



**Ames Construction, Inc.**

2000 Ames Drive  
Burnsville, MN 55306  
952-435-7106 • Fax 952-435-7142



June 10, 2008

Bolton & Menk, Inc  
12224 Nicollet Avenue  
Burnsville, MN 55337-1649  
Phone (952) 890-0509  
Fax (952) 890-8065

Attention: Doug Carter, P.E.  
Project Engineer

Subject: NW Area Trunk Utility Improvements  
City Project No. 2003-15

Re: Materials on Hand - May 2008

Gentlemen,

Ames Construction, Inc. is requesting payment in the amount of \$388,858.39 for material on hand that was delivered during the month of May 2008. Ames agrees that the following conditions apply to this "Bill of Sale" for the material on hand.

- 1) The material is physically on the Project.
- 2) The material is permanent pipe material and associated appurtenances that will be incorporated into the project.
- 3) Ames is responsible for the storing, stockpiling, relocating, protection and security of the material on-site .
- 4) Any broken, lost or stolen material is the responsibility of Ames
- 5) Ames accepts full responsibility for and liability of material on hand paid for under this request per the project specifications section 01270-1.2-B-2
- 6) The City becomes the owner of the pipe covered by the work order for materials costs reimbursement and the materials shall remain on site until utilized on the Project. The materials cannot be moved off the project site without written permission from the City.
- 7) Payment for the materials costs is not additional to, but part of, the unit bid price for the subject material; therefore, the total contract price is unchanged by the work order payments.

Respectfully,

Kevin Klimmek  
Senior Project Manager  
Ames Construction, Inc.

*An Equal Opportunity Employer*

OFFICE IN: PHOENIX, ARIZONA • AURORA, COLORADO • CARLIN, NEVADA • WEST VALLEY CITY, UTAH

<b>CONTRACTOR'S PAY REQUEST</b> <b>NORTHWEST AREA TRUNK UTILITY IMPROVEMENTS</b> <b>CITY OF INVER GROVE HEIGHTS</b> <b>BMI PROJECT NO.: T16.21855</b>	<b>DISTRIBUTION:</b>
	CONTRACTOR (1)
	OWNER (1)
	ENGINEER (1)
	PFA (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$9,652,918.65
TOTAL, COMPLETED WORK TO DATE	\$227,070.91
TOTAL, STORED MATERIALS TO DATE	\$388,858.39
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$615,929.30
RETAINED PERCENTAGE ( 5% )	\$30,796.47
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$585,132.83
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$585,132.83

**Certificate for Partial Payment**

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: AMES CONSTRUCTION, INC.  
2000 AMES DRIVE  
BURNSVILLE, MN 55306

By [Signature] SR. PRJ. MGR.  
Name Title

Date 6/17/08

**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:**

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 12224 NICOLLET AVENUE, BURNSVILLE, MN.

By Marcus A Thomas, PROJECT ENGINEER  
MARCUS THOMAS, P.E.

Date 6/16/08

**APPROVED FOR PAYMENT:**

OWNER: CITY OF INVER GROVE HEIGHTS

By [Signature] PWD 19 JUNE 08  
Name Title Date

And \_\_\_\_\_  
Name Title Date

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Pay Voucher No. 2 for Phase II VMCC Refrigeration Project – City Project 2008-06**

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Meeting Date: June 23, 2008  
Item Type: Consent Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve pay voucher No. 2 for the 2008 VMCC refrigeration modifications.

**SUMMARY**

The City Council approved hiring Gartner Refrigeration on March 24<sup>th</sup>, 2008 to perform refrigeration modifications at the VMCC. The contractor is requesting payment of work completed to date. The project is funded from the Closed Bond Fund in the amount of \$350,000 and the Host Community Fund in the amount of \$263,158.

To date the project is progressing on schedule and we have not experienced any issues

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO.        2  
DATE:                June 6, 2008  
PERIOD ENDING:    May 31, 2008  
CONTRACT:         VMCC Phase II Refrigeration Project – 2008-06  
PROJECT NO:        2008-06

TO:    Gartner Refrigeration & Manufacturing Inc.  
       Attn: Bret Swanson  
       13205 – 16<sup>th</sup> Ave  
       Plymouth, MN 55441

A.    Original Contract Amount ..... \$583,958  
B.    Total Addition (Change Order No. 1).....NA  
C.    Total Deductions .....NA  
D.    TOTAL CONTRACT AMOUNT..... \$583,958  
E.    TOTAL VALUE OF WORK TO DATE ..... \$175,187.09  
F.    LESS RETAINED 5%..... \$8,759.35  
G.    Less Previous Payment ..... \$55,475.71  
H.    TOTAL APPROVED FOR PAYMENT THIS VOUCHER..... \$110,952.03  
I.    TOTAL PAYMENTS INCLUDING THIS VOUCHER ..... \$166,427.74

APPROVALS:

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

Signed by: \_\_\_\_\_

\_\_\_\_\_ Date

Signed by: \_\_\_\_\_

George Tourville, Mayor

\_\_\_\_\_ Date

---

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

---

ATTORNEYS AT LAW

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

**MEMO**

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz**  
**DATE: June 23, 2008**  
**RE: Special Assessment of Lot 1, Block 1, Argenta Hills in the amount of \$679,381.50 for financing of Utility Connection Fees and Park Dedication Fees**

---

**SECTION 1. Background.** The Development Contract for the Plat of Argenta Hills provided the following terms and assessment financing for the various Utility Connection Fees and Park Contribution Fees:

The DEVELOPER responsibility for the Northwest Area Utility Connection Fees and Park Contribution Fee for the PLAT of Argenta Hills is as follows:

<b>Northwest Area Fee</b>	<b>Sanitary Sewer Connection</b>	<b>Water Connection</b>	<b>Storm Sewer Utility Connection</b>	<b>Park Contribution</b>	<b>Totals</b>
Developer Responsibility	\$309,138.73	\$188,404.17	\$11,138.60	\$170,700	\$679,381.50

With respect to the DEVELOPER responsibility of \$679,381.50, the CITY agrees to specially assess this amount against Lot 1, Block 1, Argenta Hills. The terms of the special assessment will be as follows:

- The principal amount of \$679,381.50 will be equally amortized over 10 years.
- The interest on the unpaid principal balance at the rate of 7% per year (which is the current private bank rate in the market place).
- Interest will begin to accrue from and after June 1, 2008.
- Each annual installment will consist of 1/10<sup>th</sup> of the original assessment amount together with accrued interest on the total unpaid principal balance through December 31 of the installment payment year.

- The first installment of principal and interest will be payable with taxes in the year 2009.

Prior to recording the PLAT, DEVELOPER must deliver to the City a recordable waiver of any assessment appeals with respect to the amount being specially assessed.

The Developer/Owner of the Plat of Argenta Hills executed the waiver of various special assessment appeal rights so it could benefit from the City's special assessment financing as opposed to paying the \$679,381.50 obligation as a lump sum upon approval of the Plat.

Minnesota State law, however, requires the City to adopt/levy special assessments "by resolution." Therefore, the attached Resolution is a required procedural step prior to the City's certification of the \$679,381.50 special assessment against Lot 1, Block 1, Argenta Hills as envisioned by the terms of the Development Contract.

**SECTION 2. Recommended Action.** The City Council is requested to adopt the attached Resolution Adopting \$679,381.50 Special Assessment Against Lot 1, Block 1, Argenta Hills, pursuant to the Development Contract for the Plat of Argenta Hills.

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

**RESOLUTION NO. 08 -**

**RESOLUTION ADOPTING \$679,381.50 SPECIAL ASSESSMENT  
AGAINST LOT 1, BLOCK 1, ARGENTA HILLS  
PURSUANT TO THE DEVELOPMENT CONTRACT  
FOR THE PLAT OF ARGENTA HILLS**

**WHEREAS**, the City and the Developer/Owner of the Plat of Argenta Hills agreed to a special assessment of Northwest Area Utility Fees and Park Contribution Fees in the amount of \$679,381.50 over the period of 10 years at a rate of 7% per year (as opposed to a lump sum payment of such fees upon approval of the Plat); and

**WHEREAS**, the Development Contract and the Waiver of Assessment Appeal Agreement provided that the 7% interest on the \$679,381.50 assessment would begin to accrue from and after June 1, 2008, and the first installment of principal and interest would be payable 2009 property taxes; and

**WHEREAS**, the Developer/Owner waived its assessment appeal rights for the \$679,381.50 assessment amount agreed to in the Development Contract as authorized by Minnesota Statutes § 462.3531; and

**WHEREAS**, Minnesota Statutes § 429.061, Subd. 1, provides that "... the council shall determine by resolution ... the amount to be assessed;" and

**WHEREAS**, the Final Assessment Roll for the Plat of Argenta Hills is attached to this Resolution as Exhibit A; and

**WHEREAS**, the Developer/Owner waived all notice and hearing requirements with respect to the imposition of the special assessment in return for the benefit of the assessment financing; and

**WHEREAS**, the Developer/Owner also waived any procedural and substantive objections to the assessment and any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081.

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

1. The special assessment, as set forth in the Final Assessment Roll for the Plat of Argenta Hills attached as Exhibit A, is hereby accepted and levied and shall constitute the special assessment against the parcel named therein and said

parcel is hereby found to be specially benefited in at least the amount of the special assessment levied against it for the utility and park fees financed thereby.

2. The principal amount of such special assessment shall be payable in equal annual installments extending over a period of ten (10) years, the first installment to be payable in 2009, and shall bear interest at the rate of seven percent (7%) per year from and after June 1, 2008. To the first installment, interest shall be added from June 1, 2008, to December 31, 2009. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The owner of the property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued from June 1, 2008 to the date of payment to the City Treasurer. At any time thereafter, the owner may pay to the City Treasurer the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next year.
4. The Deputy City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the proper tax list of the county and such assessment shall be collected and paid over in the same manner as other taxes.

Adopted by the City Council of Inver Grove Heights the 23<sup>rd</sup> day of June, 2008.

---

George Tourville, Mayor

Attest:

---

Melissa Rheame, Deputy City Clerk

**EXHIBIT A**

**ASSESSMENT ROLL**  
**PLAT OF ARGENTAL HILLS**

<b>Name and Address Of Record Owner</b>	<b>Tax Parcel No.</b>	<b>Proposed Assessment Amount</b>
IGH Investment, LLC, 2737 N. Fairview Avenue, Roseville, MN 55113	TBD for Lot 1, Block 1, Argenta Hills	\$679,381.50

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**City Project No. 2009-01 – Trunk Highway 3 and Proposed 80<sup>th</sup> Street (CSAH 28) Intersection Improvements**

Meeting Date: June 23, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651-450-2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SAT*

<b>Fiscal/FTE Impact:</b>	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Cost-Share Agreement, Special Assessments, Municipal State Aid Funds

**PURPOSE/ACTION REQUESTED**

Consider a resolution receiving the feasibility report and scheduling a public hearing for City Project No. 2009-01 – Trunk Highway 3 and Proposed 80<sup>th</sup> Street (CSAH 28) Intersection Improvements.

**SUMMARY**

The Argenta Hills development agreement includes a requirement for the City to construct intersection control improvements at TH 3 and the proposed 80<sup>th</sup> Street (CSAH 28) alignment. The Council authorized preparation of a feasibility study for the project and retaining WSB and Associates, Inc. to prepare the study, at its May 12, 2008 meeting,

The study presents an assessment method for properties in the vicinity of the project using the estimated traffic generation from a parcel based on proposed land use and using the size of the parcel.

I recommend approval of the resolution receiving the feasibility report and scheduling a public hearing on July 28, 2008 for City Project No. 2009-01 – Trunk Highway 3 and Proposed 80<sup>th</sup> Street (CSAH 28) Intersection Improvements. An information meeting will be held prior to the public hearing.

SDT/rs  
 Attachments: Feasibility Report  
 Resolution

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

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

**RESOLUTION RECEIVING THE FEASIBILITY REPORT AND SCHEDULING A PUBLIC HEARING  
FOR CITY PROJECT NO. 2009-01 – TRUNK HIGHWAY 3 AND PORPOSED 80<sup>TH</sup> STREET  
(CSAH 28) INTERSECTION IMPROVEMENTS**

**WHEREAS**, The City of Inver Grove Heights and Inver Grove Heights Investment, LLC have entered into an agreement to improve the intersection of Trunk Highway 3 and proposed 80<sup>th</sup> Street East (CSAH 28); and

**WHEREAS**, the City of Inver Grove Heights is the lead agency for these proposed improvements; and

**WHEREAS**, the improvements are as described below:

<u>Project No.</u>	<u>Improvements</u>
2009-01	Trunk Highway 3 and Proposed 80 <sup>th</sup> Street (CSAH 28) Intersection Improvements

**WHEREAS**, a feasibility report has been prepared by the WSB and Associates, Inc. with reference to City Project No. 2009-01 – Trunk Highway 3 and Proposed 80<sup>th</sup> Street (CSAH 28) Intersection Improvements.

Said report is hereby received by the City Council of the City of Inver Grove Heights on June 23, 2008.

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$1,498,000.
2. A public hearing will be held on such improvements at 7:30 p.m. on Monday, July 28, 2008 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 23rd day of June 2008.

AYES:

NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Accepting the Proposal of American Engineering Testing, Inc. for Geotechnical Testing Services for the City Project No. 2003-03 - Southern Sanitary Sewer System Improvements**

Meeting Date: June 23, 2008  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Steve Dodge, Asst. City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director

*SAT*

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

**PURPOSE/ACTION REQUESTED**

Consider adopting a resolution accepting proposal of American Engineering Testing, Inc. in the amount of \$26,074.00 for geotechnical testing services for City Project 2003-03 Southern Sanitary Sewer System Improvements.

**SUMMARY**

Proposals for geotechnical services were requested by Kimely-Horn & Associates for City Project No. 2003-03 Southern Sanitary Sewer System Improvements in order to provide construction related geotechnical services needed for the project in order to verify the contractor's compliance with the contract documents and standard practices. Proposals were submitted by American Engineering Testing, Inc. in the amount of \$26,074.00 and Braun Intertec Corporation in the amount of \$29,630.50.

Kimley-Horn reviewed the experience of the two firms, their work scope, and associated fee for the proposed services. Based upon these factors, it is recommended in the attached letter that American Engineering Testing, Inc. be selected for geotechnical testing services.

Public Works recommends adoption of the resolution accepting proposals and awarding American Engineering Testing, Inc. a contract in the amount of \$26,074.00 for geotechnical testing services for City Project No. 2003-03 Southern Sanitary Sewer System Improvements.

SD/kf  
Attachment: Resolution  
Letter from KH  
Proposals

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL AND AWARDING CONTRACT TO AMERICAN  
ENGINEERING TESTING, INC. FOR GEOTECHNICAL TESTING SERVICES FOR CITY PROJECT  
NO. 2003-03 SOUTHERN SANITARY SEWER SYSTEM IMPROVEMENTS**

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

**WHEREAS**, the Council ordered City Project No. 2003-03 Southern Sanitary Sewer System Improvements on January 14, 2008; and

**WHEREAS**, the Council awarded City Project No. 2003-03 Southern Sanitary Sewer System Improvements to Dahn Construction on June 8, 2008; and

**WHEREAS**, in order to complete the geotechnical testing services in a timely manner, Kimely-Horn & Associates requested two proposals from area geotechnical engineering firms – American Engineering Testing and Braun Intertec; and

**WHEREAS**, based on the experience of the two firms, the scope and associated fee for the proposed services, it was decided that American Engineering Testing, Inc.'s proposal for geotechnical testing services be accepted.

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

1. The proposal of American Engineering Testing, Inc. is accepted and staff is authorized to enter into a contract in the amount of \$26,074.00 for geotechnical testing services for City Project No. 2003-03 - Southern Sanitary Sewer System Improvements.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23<sup>rd</sup> day of June 2008.

AYES:

NAYS:

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

ATTEST:

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



Kimley-Horn  
and Associates, Inc.

June 17, 2008

Mr. Steve Dodge, P.E.  
Assistant City Engineer  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Re: Letter of Recommendation for Construction Phase Material Testing Services  
Southern Sanitary Sewer System Improvements  
City Project No. 2003-03

Dear Mr. Dodge:

Per the City's request, we have solicited proposals for construction phase material testing services for the Southern Sanitary Sewer System Improvements, City Project 2003-03. Proposals were received from American Engineering Testing, Inc. and Braun Intertec. Please see the attached proposals.

A summary of the estimated fees submitted are as follows:

American Engineering Testing, Inc.	\$ 26,074.00
Braun Intertec	\$ 29,630.50

Upon review of the proposals received we recommend that the City retain the services of American Engineering Testing, Inc.

Please call me if you have any questions or you need any additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Beth Engum, P.E.  
Project Manager

Enclosure: AET Proposal  
Braun Proposal

Copy: File 160509008.3



CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

June 4, 2008

City of Inver Grove Heights  
Department of Public Works  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Attn: Steve Dodge

RE: Proposal for Materials Testing Services  
Southern Sanitary Sewer Improvements  
City Project 2003-03  
Inver Grove Heights, Minnesota  
AET Project No. 20-07940

Dear Mr. Dodge:

Thank you for the opportunity to provide you with this proposal to perform engineering observation and materials testing services for the referenced project. American Engineering Testing, Inc., (AET) is pleased to provide this letter which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services. If you have any questions regarding the anticipated work scope or need additional information, please contact me.

### **Project Information**

We understand the proposed construction will consist of utility installation, grading, bituminous surfacing and concrete curbs. The project is a not presently a State Aid project, but the scope of the majority of the testing will be controlled by the Mn/DOT Schedule of Materials Control.

### **Scope of Services**

Based on the MN/DOT 2007 Schedule of Materials Control, our anticipated scope of services is outlined below. The scope of our services will be to perform QA Testing Services as outlined in the Schedule of Materials Control, with the exception of the observations and testing at the production plants. The contractor will be required to perform the additional QC testing as outlined in the Schedule of Materials Control. **Representatives of the City of Inver Grove Heights or Kimley-Horn & Associates should contact the appropriate Mn/DOT personnel prior to start of the project. Mn/Dot will then perform quality testing and observation at the bituminous and concrete production plants. This will result in a considerable cost savings to the City of Inver Grove Heights and likely a smoother project testing scheduling.** If requested, AET can provide the testing and observation at the production plant. If these services are requested, the services will be provided in accordance with the rates indicated on the attached fee schedule.

This document shall not be reproduced, except in full, without written approval of American Engineering Testing, Inc.

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

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

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

### **Soil Observation & Testing**

During excavation for construction of the roadway embankments or retaining wall foundations we will perform intermittent trips to the site as requested by the City of Inver Grove Heights. We anticipate our services will include observation of the soils exposed in the excavation bottoms prior to fill or foundation placement. These observations will be aided by means of hand auger borings and/or hand penetrometer probes. We will also document the extent of lateral oversizing, based on staking information provided to us in the field. We will also visit the site as requested to observe test roll operations of the completed roadway subgrades before placement of Class 5 base or Select Granular Borrow. We anticipate that about 9 site visits will be needed to perform these observations.

During placement of fill or Class 5 base in the pavement areas and backfill in the utility trench excavations, a Grading and Base Engineering Technician will visit the site on a will-call basis to test the fill when requested by the City of Inver Grove Heights. As required by Mn/DOT the QA testing will be performed using sand cone methods and DCP methods. We anticipate that you will also require that additional fill compaction tests (in excess of the minimum tests required by Mn/DOT) be performed during roadway embankment construction, utility trench backfill placement and placement of retaining wall backfill. These tests will be performed using nuclear density methods. Our services will include the following:

- Compaction tests to evaluate the fill density of Class 5 base, select granular borrow material and embankment or utility trench backfill soils and retaining wall backfill.
- Compaction tests to evaluate the fill density of the aggregate base material using the dynamic cone penetrometer (DCP) method.
- Standard Proctor tests for every different type of fill used per Mn/DOT testing requirements.
- Sieve analysis tests of select granular fill and Class 5 aggregate base per Mn/DOT testing requirements.

We estimate a total of about 90 trips will be required by the Engineering Technician to perform the compaction testing and materials sampling. Periodic reports will be issued presenting the results of our soil compaction testing.

### **Concrete Testing**

Personnel from AET will perform testing of concrete on a will-call basis, when requested by the City of Inver Grove Heights. These services will be performed by Concrete Field Engineering Technicians. Our services will include the following:

- Test the slump of the plastic concrete.
- Test the air content of the plastic concrete.
- Measure the temperature of the plastic concrete.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the City of Inver Grove Heights and the contractor. Daily field reports of our observations and testing will be available to the Engineer. The results of our tests will be provided in reports that are issued periodically.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Project specifications require that one set be cast for every 100 cubic yards of each type of concrete placed each day, with at least one set cast per day. Each set will consist of four cylinders; two of which will be tested after 7 days and one which will be tested after 28 days. The fourth cylinder will be tested at 7 days if one of the other 7 day tests fails to meet 2,000 psi. or at 28 days, whichever is applicable. AET will also pick up the cylinders from the site and return them to our laboratory for testing. The results of our compressive strength testing will be presented as they become available.

We estimate a total of 2 trips will be required by the Engineering Technician I to perform the field testing.

#### **Bituminous Mixture Testing (QA)**

Samples will also be taken by the contractor on a random basis during placement. A split portion of each sample will be delivered to our laboratory for testing. The sample mass will be a minimum of 20,000 grams. The samples will be tested in our laboratory for the following:

- Bulk specific gravity and maximum specific gravity.
- Asphalt extraction and aggregate gradation including percentage of aggregate crushed.

After the completion of each days paving, we can assist the Project Engineer in laying out coring locations for the contractor. The companion cores from each subplot will be returned to our laboratory for testing. We have assumed that 6 cores will be obtained for testing at our laboratory, although this number may change depending on the contractor's placement schedule. This testing will include the following:

- The thickness of each layer of the core sample.
- The density of each layer of the core sample.
- Determination of the percent of maximum (Gmm) density of each layer of the core sample.

The results of our field and laboratory testing will be presented in a written report at the completion of our services.

**Estimated Fees**

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services, are based on our past experience with similar projects. Our estimated total cost will be \$26,074.00.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized.

**Terms and Conditions**

Our services will be performed according to the attached "Service Agreement" and the "Construction Testing Services Supplement", both of which are attached.

**Acceptance**

This proposal is presented in duplicate. Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal should be kept for your records.

**General Remarks**

If you have any questions regarding this proposal, or if we can be of further assistance, please call me at 651-659-1363.

Sincerely,  
**American Engineering Testing, Inc.**

  
Gary A. Larson  
Senior Engineering Assistant

Attachments:  
Fee Schedule Tabulation  
Service Agreement (2 pages)  
Construction Testing Services Supplement

**PROPOSAL ACCEPTED BY:**

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

CC: Kimley-Horn & Associates, Inc. Attn: Beth Engum

FEE SCHEDULE (FY 2008)  
PROJECT TESTING SERVICES  
SOUTHERN SANITARY SEWER IMPROVEMENTS, CITY PROJECT NO. 2003-3  
CLARK ROAD/INVER GROVE TRAIL  
INVER GROVE HEIGHTS, MINNESOTA  
AET PROJECT No. 20-07940

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
<b>Excavation Observations and Compaction Testing</b>							
1. Staff Engineer I or Senior Engineering Assistant for observations of retaining wall foundation excavations, roadway excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis - assumes 9 trips to the jobsite).	30 hours	\$96.00	\$2,880.00	0.0	\$0.00	0.0	\$0.00
2. Engineering Assistant for observations of excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis).	0 hours	\$80.00	\$0.00	0.0	\$0.00	0.0	\$0.00
3. Engineering Technician for observations of excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis).	0 hours	\$55.00	\$0.00	0.0	\$0.00	0.0	\$0.00
4. Engineering Technician mobilization for soil compaction testing, Aggregate Base Penetration Index Method testing (DCP), relative moisture testing and sample collection (services provided on a will-call basis - assumes 90 trips to the jobsite).	90 trips	\$50.00	\$4,500.00	0.0	\$0.00	0.0	\$0.00
5. Personal or Company vehicle mileage (Engineers).	360 miles	\$0.65	\$234.00	0.0	\$0.00	0.0	\$0.00
6. Soil/Aggregate Base compaction tests (MnDOT sand cone method).	58 tests	\$45.00	\$2,610.00	0.0	\$0.00	0.0	\$0.00
7. Soil compaction test for retaining wall backfill and additional tests of utility trench backfill in excess of the minimum number required by the Schedule of Materials Control. (nuclear density method).	150 tests	\$20.00	\$3,000.00	0.0	\$0.00	0.0	\$0.00
8. Standard Proctor tests (Method B or C).	10 tests	\$95.00	\$950.00	0.0	\$0.00	0.0	\$0.00
8. DCP tests, MnDOT method.	14 tests	\$50.00	\$700.00	0.0	\$0.00	0.0	\$0.00
9. Sieve tests of select granular fill and Class 5 aggregate base.	9 tests	\$83.00	\$747.00	0.0	\$0.00	0.0	\$0.00
10. Relative moisture test of Class 5, select granular borrow and embankment fill (MnDOT method).	58 tests	\$20.00	\$1,160.00	0.0	\$0.00	0.0	\$0.00
11. Nuclear Density Gauge Rental.	70 days	\$10.00	\$700.00	0.0	\$0.00	0.0	\$0.00
<b>Concrete Testing</b>							
1. Engineering Technician for testing of concrete. (services provided on a will-call basis - assumes 2 trips to the jobsite).	4 hours	\$60.00	\$240.00	0.0	\$0.00	0.0	\$0.00
2. Personal or Company vehicle mileage (Engineers and Technicians).	80 miles	\$0.65	\$52.00	0.0	\$0.00	0.0	\$0.00
3. Curing, handling and compressive strength testing of concrete test cylinders (includes handling of non-tested cylinders).	8 cpls.	\$20.00	\$160.00	0.0	\$0.00	0.0	\$0.00
4. Concrete cylinder pick-up service from jobsite.	2 trips	\$55.00	\$110.00	0.0	\$0.00	0.0	\$0.00
<b>Modular Block Testing</b>							
1. Freeze-thaw testing of block units and cap blocks. (sets of 5) ASTM:C1262.	2 sets	\$700.00	\$1,400.00	0.0	\$0.00	0.0	\$0.00
2. Compressive strength tests of coupons from block and cap units. (sets of 3) ASTM:C140.	2 sets	\$155.00	\$310.00	0.0	\$0.00	0.0	\$0.00
<b>Bituminous Testing</b>							

FEE SCHEDULE (FY 2008)  
 PROJECT TESTING SERVICES  
 SOUTHERN SANITARY SEWER IMPROVEMENTS, CITY PROJECT NO. 2003-3  
 CLARK ROAD/INVER GROVE TRAIL  
 INVER GROVE HEIGHTS, MINNESOTA  
 AET PROJECT No. 20-07940

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount	
1. MnDOT certified Engineering Technician sampling of bituminous materials, observation of bituminous coring by the contractor for laboratory testing (services provided on a will-call basis - assumes 3 trips to the jobsite).	8 hours	\$60.00	\$360.00	0.0	\$0.00	0.0	\$0.00	
2. Personal or Company vehicle mileage (Engineers and Technicians).	120 miles	\$0.65	\$78.00	0.0	\$0.00	0.0	\$0.00	
3. Removal of cores from finished bituminous surface.	0 cores	\$105.00	\$0.00	0.0	\$0.00	0.0	\$0.00	
4. Thickness and density tests of companion bituminous core samples provided by the contractor.	6 tests	\$40.00	\$240.00	0.0	\$0.00	0.0	\$0.00	
5. Asphalt extraction and aggregate gradation tests of bituminous mixtures.	3 tests	\$195.00	\$585.00	0.0	\$0.00	0.0	\$0.00	
6. Marshall density and Rice specific gravity tests of bituminous mixtures.	3 tests	\$160.00	\$480.00	0.0	\$0.00	0.0	\$0.00	
<b><i>Project Management &amp; Coordination</i></b>								
1. Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	36 hours	\$115.00	\$4,140.00	0.0	\$0.00	0.0	\$0.00	
2. Principal Engineer for special consultation and report review.	3 hours	\$148.00	\$438.00	0.0	\$0.00	0.0	\$0.00	
3. Personal or Company vehicle mileage (Engineers and Technicians).	0 miles	\$0.65	\$0.00	0.0	\$0.00	0.0	\$0.00	
<b>ESTIMATED BUDGET</b>			<b>\$26,074.00</b>	<b>TOTAL INVOICED TO DATE</b>		<b>\$0.00</b>	<b>MONTHLY INVOICE TOTAL</b>	<b>\$0.00</b>

**SECTION 1 - RESPONSIBILITIES**

**1.1** - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint venturers and third-party beneficiaries. **Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.**

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

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

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

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

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

**SECTION 2 - SITE ACCESS AND RESTORATION**

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

**2.2** - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Client.

**SECTION 3 - SAFETY**

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

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

**SECTION 4 - SAMPLES**

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

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

**SECTION 5 - PROJECT RECORDS**

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

**SECTION 6 - STANDARD OF CARE**

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

**SECTION 7 - INSURANCE**

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

**SECTION 8 - DELAYS**

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

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

**9.1** - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct.

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

**9.3** - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability.

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

**SECTION 10 - MEDIATION**

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

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

**SECTION 11 - LITIGATION REIMBURSEMENT**

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

**SECTION 12 - MUTUAL INDEMNIFICATION**

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

**12.2** - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

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

**SECTION 13 - LIMITATION OF LIABILITY**

Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$50,000.00 or shall not exceed the project fees, whichever is greater.

**SECTION 14 - TERMINATION**

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

**SECTION 15 - SEVERABILITY**

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

**SECTION 16 - GOVERNING LAW**

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

**SECTION 17 - ENTIRE AGREEMENT**

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.

**SECTION 1 - UNDERGROUND FACILITIES**

AET is not responsible for locating underground facilities on construction sites. We proceed on the assumption that underground facilities have been located and cleared, and we will not accept liability for damaging same. An underground facility is an underground line, fixture, system, and its appurtenances used to produce, store, convey, transmit, or distribute communications, data, electrical power, heat, gas, oil, petroleum products, water including storm water, steam, sewage, and other similar substances.

**SECTION 2 - CONTRACTUAL RESPONSIBILITY**

**2.1** - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's work does not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

**2.2** - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET can not stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of work.

**2.3** - AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities.

**SECTION 3 - WILL-CALL SERVICES**

**3.1** - Unless specifically directed, AET's services will be performed on a will-call basis at the direction of the Client or their authorized representatives. The client and its authorized representatives accept that there are inherent risks associated with performing engineering judgments and testing services on a will-call basis. Work performed on a will-call basis does not permit complete evaluation of the work being performed. AET can not, with certainty, document or provide complete judgments regarding work which we did not observe or test. Our opinions, conclusions, and recommendations are qualified to that extent.

**3.2** - Density tests of fill and soil represent conditions only at the locations and elevations tested and do not necessarily represent conditions elsewhere. Judgments made regarding the engineering capability of the entire fill sequence should not be based on random, non-representative tests.

**3.3** - AET requires a minimum of 24 hours notice of the need for services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

**SECTION 4 - CONSTRUCTION STAKING**

**4.1** - Normally, the location and elevation of a proposed structure or facility is staked (with offsets) by others. Our measurements are made in relation to those stakes. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking done by others.

**4.2** - During construction, observations and testing services are based on the positioning of the formwork by the contractor or their subcontractor. AET will not be held responsible for any errors that result from improper location or positioning of the formwork.

**SECTION 5 - CHANGE OF PLANS**

**5.1** - Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed.

**5.2** - Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET.

**SECTION 6 - DEEP BORINGS**

Deep test borings are recommended for a project to evaluate the deeper soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if deep test borings are not requested by the Client. AET's opinions, conclusions and recommendations are qualified to that extent.



Braun Intertec Corporation  
1826 Buerkle Road  
Saint Paul, MN 55110

Phone: 651.487.3245  
Fax: 651.487.1812  
Web: braunintertec.com

June 10, 2008

Proposal SP-08-02453

Mr. Steve Dodge P.E.  
City of Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077

Ms. Beth Engum  
Kimley-Horn and Associates  
2550 University Ave W. Suite 345N  
St. Paul, MN 55114

Re: Proposal for Construction Materials Testing Cost Estimate  
Southern Sanitary Sewer Improvements  
City Project # 2003-3  
Inver Grove Heights, Minnesota.

Dear Mr. Dodge and Ms Engum:

We appreciate the opportunity to present this proposal for construction materials testing services during utility installation and concrete placement for the City of Inver Grove Heights.

### **Our Understanding of Project**

This project will include utility installation, concrete placement and pavement subgrade preparation and some bituminous patchwork.

### **Available Project Information**

This proposal is based on our review of the documents described below. If the project changes from the information provided in those documents, we may have to submit a revised scope of services and cost.

- Project plans and specifications prepared by Kimley-Horn and Associates dated March 24, 2008.
- Geotechnical report prepared by AET under project number 01-03616 and dated October 2, 2007.
- Discussions with Beth Engum of Kimley-Horn and Associates Inc.

### **Project Summary**

#### **Project Overview**

This project consists of sanitary sewer, water main, and storm sewer utility installation, curb and gutter and bituminous paving.

## **Scope of Services**

### **Soils**

The soil testing for this project will consist of the following:

- Performing nuclear and sand cone density tests on the utility trench backfill.
- Performing moisture content tests on all backfill materials.
- Performing sand cone density tests on the road subgrade.
- Performing laboratory standard Proctor tests on backfill and fill materials.
- Performing gradation tests on aggregate base.

### **Concrete**

The concrete testing and monitoring for this project will consist of the following:

- Performing slump, temperature and air content tests on the plastic concrete prior to placement.
- Casting 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.

### **Bituminous**

No testing required.

## **Reporting and Project Management**

Test results will be issued for the project as the various tasks are performed. If at any time there are failing tests or we observe construction processes which do not appear to be in accordance with the plans and specifications or Mn/DOT Schedule of Materials Control, we will notify the engineers representative and any others that we are directed to notify.

## **Scheduling Assumptions**

Based on our understanding of the project and the available project information, we have assumed that the work for this phase of the project will proceed according to the following schedules:

- Compaction testing will be performed using nuclear or sand cone methods, a minimum of 2-4 compaction tests will be conducted each trip.
- 2 days of concrete placements will be required to complete the project.

Due to the proximity of this project to our Lakeville office our technician response time will be lessened as well as a reduction in rates for trip charges.

If the work is completed at different rates than described above, this proposal should be revised.

## **Cost and Invoicing**

We will furnish the services described herein for an estimated fee of \$29,630.50. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. We would be happy to meet with you and discuss our proposed scope of services further, clarifying the various scope components, or discussing how the scope may be adjusted to meet your project requirements.

### **Additional Services and Overtime**

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities, and associated fees, may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, however, we will update you regarding the progress of our work and notify you in the event it appears we will exceed our estimated fees; any fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This proposal was also developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 am to 4:00 pm, Monday through Friday. Services that we are asked to provide to meet the project requirements or a contractor's construction schedule outside our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours, or on Saturdays, will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sundays or Legal holidays will be 1.5 times the normal hourly rate for the service provided.

### **General Remarks**

Braun Intertec appreciates the opportunity to present this Proposal to you. We are providing it in duplicate so the original can be retained for your records and the ***copy can be signed and returned to us. Please return the copy in its entirety.***

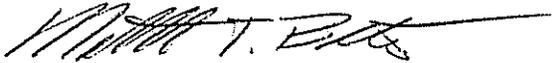
The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not significantly delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

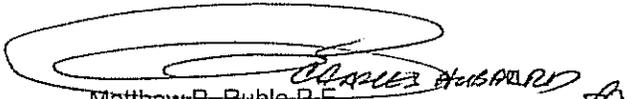
To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Matthew Balster at 612.369.7066 or Matthew Ruble at 952.995.2224.

Sincerely,

BRAUN INTERTEC CORPORATION



Matthew T. Balster  
Transportation Project Manager



Matthew P. Ruble P.E.  
Principal/Senior Engineer

Attachments:  
Table 1. Estimated Costs  
General Conditions (6/15/06)

The Proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed.

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Authorizer's Firm

---

Authorizer's Signature

---

Authorizer's Name (please print or type)

---

Authorizer's Title

---

Date

SP0802453

# Braun Intertec Corporation

*Client: City of Inver Grove Heights*

*Project: Southern Sanitary Sewer, Inver Grove Heights, MN*

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*Braun Intertec Proposal #: Braun Intertec Proposal No.: SP-08-02453*

*Prepared: 6/10/2008*

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**Service Description:**

**Phase Total:**

Soil Observations & Testing

27,316.00

Concrete Observations & Testing

464.50

Engineering & Project Management

1,850.00

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**Estimated Project Total: 29,630.50**

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# Braun Intertec Corporation

Client: City of Inver Grove Heights

Project: Southern Sanitary Sewer, Inver Grove Heights, MN

Braun Intertec Proposal No.: SP-08-02453					Prepared: 6/10/2008				
Service Description:					Qty:	Units:	Unit Price:	Extension:	
<b>Soil Observations &amp; Testing</b>									
Compaction Testing					307.50	Hours	56.00	17,220.00	
Utility Testing	150.00	Trips at	1.75	Hours					
Sand Cone	15.00	Trips at	3.00	Hours					
Moisture content (Astm D 2216)					15.00	Tests	12.50	187.50	
Sieve analysis through No. 200 Sieve (ASTM C 136, D 1140 or C 117)					6.00	Tests	99.00	594.00	
Nuclear moisture-density meter charge, per hour					375.00	Hours	12.00	4,500.00	
Proctor Test (ASTM D 698 or ASTM D 1557)					7.00	Tests	140.00	980.00	
Percent crushed (MN/DOT)					2.00	Tests	61.00	122.00	
Trip charge					165.00	Trips	22.50	3,712.50	
<b>Phase Total:</b>							<b>\$ 27,316.00</b>		
<b>Concrete Observations &amp; Testing</b>									
Concrete Testing					4.00	Hours	56.00	224.00	
Curb & Gutter	2.00	Trips at	2.00	Hours					
6x12" cylinders, if required	0.00	Set of	4.00	Cylinders					
Concrete Cylinder Pick up					1.00	Hour	47.00	47.00	
	1.00	Trip at	1.00	Hour					
Compressive strength of 4 x 8" concrete cylinders (ASTM C 39), per unit					6.00	Tests	21.00	126.00	
Curb & Gutter	2.00	Sets of	3.00	Cylinders					
Trip charge					3.00	Trips	22.50	67.50	
<b>Phase Total:</b>							<b>\$ 464.50</b>		
<b>Engineering &amp; Project Management</b>									
Project Manager					15.00	Hours	90.00	1,350.00	
Project Assistant					10.00	Hours	50.00	500.00	
<b>Phase Total:</b>							<b>\$ 1,850.00</b>		

**Estimated Project Total: \$ 29,630.50**

# General Conditions

## Construction Material Testing and Special Inspections

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

### Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

### Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

### Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Funding for Groveland Park Hockey Rink Replacement

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Meeting Date: June 23, 2008  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

The Council is asked to approve an expenditure of up to \$5,000 for improvements the Groveland Hockey Rink. Funding is proposed to come from the Park Maintenance and Replacement Fund (444). The Park and Recreation Commission is recommending approval on a 9-0 vote.

**SUMMARY**

Lowe’s Home Improvement Stores has donated the materials to construct an outdoor hockey rink. Staff has chosen the rink at Groveland Park because of its poor condition. The old rink has been removed and in the near future the new rink will be constructed. The Tree Trust program will provide the labor to construct the rink.

Staff is requesting up to \$5,000 from the Park Maintenance and Replacement Fund for labor and miscellaneous materials. The donation from Lowe’s is estimated to be \$12,000 - \$15,000.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: June 23, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

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

**SUMMARY**

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

IPO No. 7A covers the cost of additional final design and construction services for these ponds that will serve the East Frontage Road, a portion of the T.H. 52 corridor and a portion of the Clark Road extension. I have reviewed the proposal and recommend approval of the resolution which authorizes execution of IPO No. 7A in the amount of \$115,900 for City Project No. 2008-10.

SDT/rs

Attachments: Resolution  
 IPO No. 7A

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

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

**WHEREAS**, City Council approved Individual Project Order No. 7 with Kimley-Horn and Associates, Inc. for final design work for the ravine storm water ponds, on January 28, 2008; and

**WHEREAS**, the final design of the ravine storm water ponds must be completed in conjunction with the final design of Mn/DOT's T.H. 52 East Frontage Road Project and the Clark Road Extension Project.

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

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

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

<u>T.H. 52 Ravine Storm Water Ponds (2008-10) Final Design</u>	
Final Design Phase Services	\$24,500
Construction Phase	86,000
Additional Reimbursable Expenses	<u>5,400</u>
Total	\$115,900

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

Adopted by the City Council of Inver Grove Heights, Minnesota this 23<sup>rd</sup> day of June 2008.

AYES:

NAYS:

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

ATTEST:

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

INDIVIDUAL PROJECT ORDER NUMBER 7A

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

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

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

Specific Scope of Basic Services: Provide additional final design and construction phase services for the Ravine Ponds. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Final Construction Plans and Specifications  
Permits  
Approved Shop Drawings  
As-Built Drawings

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

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

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

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

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

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

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

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

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 7A

RAVINE POND IMPROVEMENTS  
CITY PROJECT 2008-10

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

**1. Additional Final Design Phase Services**

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

**A. Preparation of Rechtzigel Driveway Alignment Options and Exhibits**

Additional services have been requested by City staff to prepare five (5) potential Rechtzigel driveway/pond maintenance access alignment options to present to property owners during easement acquisition negotiations. Preparation of alternatives included development of alignment grading to accommodate existing and future proposed conditions as well as evaluation of existing and proposed drainage patterns. For two of the potential alignment options, regrading of the proposed improvements on the adjacent site was required. Earthwork calculations and limits of construction were determined for each option in order to identify necessary easements for construction. Determination of the preferred alignment option required a site visit to review existing site topography and vegetation. Each option required preparation of plan view exhibits showing proposed grading and easement requirements.

**B. Grading Plan Revisions**

Revisions to the grading plan prepared for the project improvements adjacent to TH 52 were required due to a change in the profile of the proposed Mn/DOT East Frontage Road.

**C. Design of Rip Rap Basin**

Design of an energy dissipation rip rap basin for construction at the outlet of the south pond to the existing wetland has been requested by the SWCD. We will design a rip rap basin following guidelines provided by the Mn/DOT drainage manual and incorporate this improvement into the plans and specifications for the project.

**D. Design of Temporary Sedimentation Basin**

Design of a temporary sedimentation basin upstream of the proposed improvements to be utilized during construction of the proposed ponds has been requested by the SWCD due to the volume of water directed to the proposed improvement area. Analysis of options to prevent or redirect discharge from the temporary sedimentation basin (earthen berm, temporary pipe, etc.) will be required to minimize impact of water entering pond construction area.

#### E. Wetland Restoration Monitoring Plan

Although this wetland restoration is not being provided for project impacts (rather to correct a current sediment issue), the proximity of the wetland to the DNR SNA and their sensitivity to non-native vegetation, a vegetation monitoring plan will be required to facilitate maintenance of the restoration area until vegetation is established that will stabilize the disturbed areas and minimize the intrusion of non-native plants.

#### F. Additional Contamination Coordination

Additional coordination with Barr Engineering, who is providing environmental services under separate contract with the City, will be required due to the need to perform a Phase 2 geoprobe investigation on-site to determine the extent of the petroleum contaminated soils as deemed necessary by Barr and the City. Additional services include review of the results of the investigation and incorporation of the findings into the project plans and specifications.

#### G. Koch Refinery Pipeline Coordination

Additional coordination with Koch Refinery is required to coordinate the project improvements with the existing pipeline running through the project area. Tasks include:

- Coordination with Total Construction to schedule field verification of existing utility depth in four areas.
- Preparation of exhibit showing a plan view of proposed improvement and test pit locations. Six test pit locations have been identified.
- One-day onsite inspection during test pit operations.
- Revisions to design/plans to reflect actual pipeline depth and meet Koch cover/separation requirements.

## 2. Construction Phase Services

Construction phase services for the project will include the following:

A. Contract Preparation

Upon award of the contract by City Council, we will prepare a Notice of Award and an Agreement for the project. We will distribute copies of these documents to the contractor and coordinate their execution with City staff. We will also work with City staff to obtain the necessary Insurance Certificate.

B. Construction Staking Services

For the construction staking of the project Gorman Surveying will be our subcontractor.

C. Geotechnical/Material Testing Services

AET will provide construction phase geotechnical/material testing services for the project as a subconsultant to Kimley-Horn. Material testing will follow Mn/DOT requirements for a cooperative agreement project.

D. Inspection

We will provide full-time (assumed 40 hours/week) inspection services for the project. We have assumed 480 hours of on-site inspection.

E. Shop Drawing Review

We will review and approve shop drawings for the project submitted by the Contractor. We have assumed that this will include review of storm sewer submittals, including outlet control structures.

F. Meetings

We will attend weekly construction meetings on an as-needed basis in addition to the pre-construction meeting. We have assumed attendance at up to 12 meetings will be required throughout construction of the project improvements.

G. Construction Design Revisions

We will provide construction design revision assistance as needed.

H. As-Built Drawing Preparation

Upon completion of the improvements we will prepare as-built drawings for the project.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 7A

RAVINE POND IMPROVEMENTS  
CITY PROJECT 2008-10

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

<u>Services</u>	<u>Fee Basis</u>	<u>Total Cost</u>
Final Design Phase	Hourly	
A. Preparation of Driveway Alignment Options/Exhibits		\$ 9,000
B. Grading Plan Revisions		\$ 2,000
C. Design of Rip Rap Basin		\$ 2,000
D. Design of Temporary Sedimentation Basin		\$ 3,000
E. Wetland Restoration Monitoring Plan		\$ 2,000
F. Additional Contamination Coordination		\$ 2,000
G. Koch Refinery Pipeline Coordination		<u>\$ 4,500</u>
Subtotal		\$ 24,500
Construction Phase		
A. Contract Preparation		\$ 2,000
B. Construction Staking Services		\$ 14,000
C. Geotechnical/Material Testing Services		\$ 7,000
D. Inspection		\$ 48,000
E. Shop Drawing Review		\$ 2,000
F. Meetings		\$ 6,000
G. Construction Design Revisions		\$ 5,000
H. As-Built Drawing Preparation		<u>\$ 2,000</u>
Subtotal		\$ 86,000
<u>Reimbursable Expenses</u>		<u>\$ 5,400</u>
<b>Total</b>		<b>\$ 115,900</b>

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, \$ 115,900 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 7A

RAVINE POND IMPROVEMENTS  
CITY PROJECT 2008-10

The current schedule for the project is as follows:

City Council Approve Plans & Specs and Authorize Ad for Bids	July 28, 2008
Bid Opening	August 26, 2008
City Council Award Contract	September 8, 2008
Start Construction	September 22, 2008
Construction Complete	June 26, 2009

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

ATTORNEYS AT LAW

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

**MEMO**

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz and Jay P. Karlovich, City Attorneys**  
**DATE: June 23, 2008**  
**RE: Southern Sanitary Sewer System Improvements**  
**City Project 2003-03**  
**Landowner – PRAXAIR, Inc. – Parcel 58**

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**Section 1. Background:** Evergreen Land Services, Inc., the City's right-of-way acquisition agent for the Southern Sanitary Sewer System Improvements, (City Project 2003-03), has met with Praxair, Inc. (Praxair) regarding a possible resolution of the easement acquisition on its property to facilitate the construction of the Project Improvements. The City's appraisal for the Praxair acquisition is \$5,300.00.

**The following represents the cash settlement that Praxair would require to amicably grant the easement requested.**

**Section 2. Settlement Proposal Terms:**

To amicably resolve the easement acquisition, Praxair would want the following cash and in-kind compensation:

1. Cash Compensation of \$5,300.00

**Recommendation:**

Due to the fact that the negotiated settlement amount **equals the City's appraisal** for the property rights acquired, the City's Property Acquisition Team<sup>1</sup> recommends acceptance of the settlement set forth herein.

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<sup>1</sup> The City's Property Acquisition Team is comprised of City Staff, the Office of the City Attorney and Evergreen Land Services.

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

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

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT AGREEMENT  
BETWEEN PRAXAIR, INC. AND THE CITY CONCERNING DAMAGES  
RELATING TO THE PRAXAIR, INC. PROPERTY (IGH PARCEL NO. 58)  
RELATIVE TO CITY PROJECT 2003-03**

**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 117<sup>th</sup> Street;

**WHEREAS**, the Project includes drainage and utility improvements along the various corridors for the sanitary sewer main extensions described above;

**WHEREAS**, the City must acquire various utility, drainage and temporary construction easements for the Project;

**WHEREAS**, the City of Inver Grove Heights was assisted by its property acquisition consultant, Evergreen Land Services Company, for the direct purchase of the various utility, drainage and temporary construction easements for the Project;

**WHEREAS**, the City (and its consultant) was able to negotiate the direct purchase of the proposed easement affecting Parcel 58, owned by Praxair, Inc. for the monetary sum of \$5,300.00.

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

- 1.** The negotiated settlement in the sum of \$5,300.00 concerning damages associated with the City’s acquisition of an easement over a portion of the Praxair, Inc. property relative to City Project 2003-03 is hereby approved.

2. Payment of the negotiated settlement amount is hereby authorized upon receipt by the City of the executed easement document.

Passed this 23<sup>rd</sup> day of June, 2008.

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George Tourville, Mayor

Attest:

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Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Temporary Charitable Gambling Permit – CLIMB Theatre, Inc.

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Meeting Date: June 23, 2008  
Item Type: Consent  
Contact: 651.450.2513  
Prepared by: Melissa Rheaume  
Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Adopt Resolution approving the application of CLIMB Theatre, Inc. for an Exemption Permit to Conduct a Raffle at the CLIMB Theatre location, 6415 Carmen Avenue on August 30, 2008.

**SUMMARY:**

CLIMB Theatre, Inc. submitted a request to conduct a raffle on August 30, 2008 at 6415 Carmen Avenue. This is considered an off-site location by the Gambling Control Board and therefore requires special permission. The application meets all State and local requirements.

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

**RESOLUTION NO. 08-**

**RESOLUTION APPROVING APPLICATION OF  
CLIMB THEATRE, INC. FOR A TEMPORARY  
GAMBLING PERMIT TO CONDUCT A RAFFLE ON AUGUST 30, 2008  
AT 6415 CARMEN AVENUE,  
INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, CLIMB Theatre, Inc. has submitted an application for a temporary Gambling Permit to conduct a raffle on August 30, 2008 at Veterans Memorial Community Center, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, BY THE City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of CLIMB Theatre, Inc. for a Temporary Gambling Permit to conduct a raffle on August 30, 2008 at 6415 Carmen Avenue, subject to compliance with the provision of the City's Gambling Ordinance (City Code Section 1020) and Minnesota Statutes relating to charitable gambling.

FURTHER, to direct staff to forward of copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 23<sup>rd</sup> day June, 2008.

Ayes:

Nays:

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George Tourville, Mayor

Attest:

---

Melissa Rheaume, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Individual Massage Therapist License**

Meeting Date: June 23, 2008  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Rheaume  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED:** Consider Approval of an application by Jean Helfman for an Individual Massage Therapist license.

**SUMMARY:** An application has been submitted by Ms. Helfman for an Individual Massage Therapist License. The applicant has submitted all documentation and fees required under Section 1116.05 of the City Code. She has completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized national professional therapeutic massage organization as required by City Code. A background investigation on the applicant revealed no basis for the denial of the request.

Staff recommends approval of the application by Jean Helfman for an Individual Massage Therapist License to contract service at All About Me, 2910 Upper 55<sup>th</sup> St.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 23, 2008  
 Item Type: Consent  
 Contact: Judy Thill, 651-450-2495  
 Prepared by: Judy Thill, Fire Chief  
 Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED** Consider eliminating the position of Fire and Life Safety Officer within the Fire Department.

**SUMMARY**

In 2002, the position of part-time Fire and Life Safety Officer was created within the Fire Department. This position was not a firefighting position, but because it was within the Fire Department, a person in that position was eligible to be included in the Relief Association and accrue pension benefits. This position was responsible for developing pre-plans for buildings within the City, acting as Public Information Officer at fire scenes, dealing with public education and various other duties. Over the years, all duties but one have been absorbed by other full-time or paid-on-call fire department personnel. The only duty that was not absorbed was developing pre-plans.

It is proposed the duties of developing pre-plans be moved temporarily to Building Inspectors within the City. These duties will be spread among all of the Inspectors. With the recent decline in building construction in the City, the Inspectors presently have a limited amount of time to devote to this project. The Community Development Director and Building Official are both agreeable to this move. As construction in the City begins to pick up in the future, the relocation of duties will be explored at that time.

This move ensures the pre-plan work continues but eliminates the need for paying a part-time person to do work when those duties can be absorbed by present full-time staff.

**AGENDA ITEM \_\_\_\_\_**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**PERSONNEL ACTIONS**

Meeting Date: June 23, 2008  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Josh Eckl, Nikki Schmidt, and Andrew Holzmer.

Please confirm the resignation of Christy Hazelwood, Customer Service Specialist.

Please confirm the seasonal/temporary termination of: Mark Jensen, Marie Kuplic, Sascha Peters, Carlynn Fitzgerald, Alicia Behr, Trinda Phelon, Peter Nguyen, Erick Leonhardt, and Levi Peters.

Please confirm the retirement of Neil Miller, Street Maintenance Superintendent, and Dave Wengeler, Lead Worker.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**CONSIDER TRANSFER OF OFF-SALE INTOXICATING LIQUOR LICENSE – JAMES VOGT dba TRAIL LIQUOR**

Meeting Date: June 23, 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 James Vogt dba Trail Liquor for transfer of an Off-Sale Intoxicating Liquor License at 9740 South Robert Trail.

**SUMMARY:**

The license is currently held by MK Liquor, Inc. and operates as Trail Liquors. Pursuant to the City Code Section 1200.23, Subdivision 4. Issuance; Transfer, no liquor license may be transferred to another person or another place without approval of the Council and a new application filed.

The applicant, James Vogt, has submitted all required documentation and paid all fees associated with processing the application. The Public Safety Department has concluded the background investigation on the applicant and found no basis for denial of the transfer request. The transfer of the license will be effective immediately and will cover the remainder of the license period, through December 31, 2008. As per normal procedure, renewal of the license for the 2009 calendar year will be considered by Council at their first meeting in December.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Assessment Hearing for City Project No. 2007-09C – Mill and Overlay**

Meeting Date: June 23, 2008  
 Item Type: Assessment Hearing  
 Contact: Scott Thureen 651.450.2571  
 Prepared by: Scott Thureen, Public Works Director  
 Reviewed by: N/A

*ST*

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution adopting the final assessment roll for City Project No. 2007-09C – 2007 Mill and Overlay Project.

**SUMMARY**

Last year's mill and overlay included the following areas: 73<sup>rd</sup> Street East, from Borman Avenue East to Boyd Avenue East; 74<sup>th</sup> Court East, from Boyd Avenue East to end of cul-de-sac; 79<sup>th</sup> Street East, from Blackstone Avenue East to Blaine Avenue East; Blackstone Avenue East, from Blueberry Street East to end of cul-de-sac; Blaine Avenue East, from Blanchard Way East to 64<sup>th</sup> Street East; Blueberry Street East, from Blackstone Avenue East to Blaine Avenue East; Borman Avenue East, from 71<sup>st</sup> Street East to 75<sup>th</sup> Street East; Boyd Avenue, from 73<sup>rd</sup> Street East to 75<sup>th</sup> Street East; Carmen Avenue, from Upper 55<sup>th</sup> Street East to 65<sup>th</sup> Street East; and Claude Way East, from Carmen Avenue East to Carmen Avenue East.

City Project No. 2007-09C was ordered by the Council on April 9, 2007 as part of the City's 2007 Pavement Management Program. Curb and gutter repair, catch basin and manhole repair, bituminous milling, bituminous pavement, restoration and appurtenances are included in the project. The total project cost is \$671,601.80.

Four hundred eighty-seven (487) parcels are proposed to be assessed (see Exhibit 1). One hundred thirty-three (133) are single family residential and Three hundred fifty-four (354) are either multi-family residential, commercial, industrial or institutional. Based on the Pavement Management Program (PMP) funding policy, the assessments are spread on a per lot basis for single-family and twin home residential property, and on a front-footage basis for multi-family residential, commercial, industrial and institutional property. The funding policy for the PMP calls for City participation via two cost adjustments. First, the costs to be assessed are based on a typical local street width. The City pays for the extra width on minor arterial streets and neighborhood collector streets. Second, an additional 20 percent of the cost remaining after the extra width cost adjustment is funded by the City. The proposed assessment amount is \$419,206.32.

## Assessment Hearing for City Project No. 2007-09C – Mill and Overlay

### Page Two

South St. Paul is being billed \$10,580.56, per the Joint Powers Agreement approved on May 29, 2007, for its share of the cost. A segment of Carmen Avenue (aka 5<sup>th</sup> Avenue South), south of Upper 55<sup>th</sup> Street is bisected by the corporate boundary. South St. Paul will pay for the cost of one-half the street in this area. The City's share of the project cost (\$241,814.92) will come from the Pavement Management Fund (440).

The funding policy gives the City Council the discretionary authority to increase the City contribution to a maximum of 50 percent of the project cost. Unique conditions would be the basis for considering an increase in the City's cost participation. To date, the Council has approved a 20 percent City contribution on mill and overlay projects. The City contribution for this project is 37 percent of the total cost after including the adjustment for the extra width on Carmen Avenue East, Claude Avenue East, and Blaine Avenue East. The proposed final assessment amount is approximately 79 percent of the feasibility study estimate. The proposed term is five (5) years and the proposed interest rate is 6.25 percent.

A neighborhood information meeting was held on June 12, 2008 (attendance list attached). The owners of four parcels attended. We discussed the Pavement Management Program funding policy and how assessments are calculated. The owners of the parcel who filed the attached objection letter explained the reason for their position. After discussion with the Planning Division staff the proposed assessment for the parcel was reduced to \$116.88. The final assessment roll also includes an adjustment to the assessment for parcel 20-71251-011-01. The property class used to calculate the assessment was changed from multi-family residential to single family residential.

I recommend approving the resolution adopting the final assessment roll for City Project No. 2007-09C – 2007 Mill and Overlay Project.

SDT/rs

Attachments: Information Meeting Attendance List  
Proposed Final Assessment Roll  
Letter Objecting to Assessment  
Exhibit 1 - Map of Properties to be Assessed  
Resolution Adopting Assessments

SIGN IN SHEET

ASSESSMENT INFORMATION MEETING  
CITY PROJECT NO. 2007-09C - MILL AND OVERLAY

Thursday, May 12, 2008 at 5:00-7:00 p.m.

NAME	ADDRESS	CONTACT INFO.
1. Bob Brauman	7384 Braden Tr	phone: 552-7137 mobile: _____ e-mail: rbrauman@comcast.net
2. Jeff Gluzberg	9465 Converse Blvd	phone: 651-455-3702 mobile: _____ e-mail: JEFF@CUSTOMTAPES.COM
3. Bob Kuhns	7911 Blackstone	phone: 651 450 9550 mobile: _____ e-mail: rkuhns7911@comcast.net
4. Mark Bitner	6755 Blaine	phone: 651 453 0477 mobile: 651 295 8383 e-mail: mark@markbitner.com
5. _____	_____	phone: _____ mobile: _____ e-mail: _____
6. _____	_____	phone: _____ mobile: _____ e-mail: _____
7. _____	_____	phone: _____ mobile: _____ e-mail: _____
8. _____	_____	phone: _____ mobile: _____ e-mail: _____
9. _____	_____	phone: _____ mobile: _____ e-mail: _____
10. _____	_____	phone: _____ mobile: _____ e-mail: _____
11. _____	_____	phone: _____ mobile: _____ e-mail: _____

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY

FINAL ASSESSMENT ROLL			ASSESSMENT
TAX PIN	HOUSE NO.	STREET NAME	
205353009104	2380	BLUEBERRY ST	\$992.46
205353008104	2394	BLUEBERRY ST	\$992.46
205353007104	2406	BLUEBERRY ST	\$992.46
205353006104	2420	BLUEBERRY ST	\$992.46
205353007103	2421	BLUEBERRY ST	\$992.46
205353005104	2434	BLUEBERRY ST	\$992.46
205353004104	2446	BLUEBERRY ST	\$992.46
205353008103	2447	BLUEBERRY ST	\$992.46
205353004103	2454	79TH ST	\$992.46
205353003103	2460	79TH ST E	\$992.46
205353003104	2460	BLUEBERRY ST	\$992.46
205353006101	2461	79TH ST E	\$992.46
205353009103	2461	BLUEBERRY ST	\$992.46
205353002103	2466	79TH ST E	\$992.46
205353004001	2467	79TH ST	\$576.52
205353003001	2473	79TH ST E	\$576.52
205353002104	2474	BLUEBERRY ST	\$992.46
205353010103	2475	BLUEBERRY ST	\$992.46
205353002001	2477	79TH ST E	\$576.52
205353001001	2483	79TH ST	\$576.52
205353001103	2484	79TH ST E	\$992.46
205353001104	2486	BLUEBERRY ST	\$992.46
205353011103	2487	BLUEBERRY ST	\$992.46
201428011001	2510	75TH ST	\$342.77
201428010001	2518	75TH ST	\$342.77
201428009001	2526	75TH ST E	\$342.77
201428008001	2534	75TH ST E	\$342.77
201428007001	2550	75TH ST E	\$342.77
201640007001	2554	76TH ST E	\$99.37
201640008001	2556	76TH ST E	\$99.37
201428006001	2558	75TH ST E	\$342.77
201640006001	2558	76TH ST E	\$99.37
201640005001	2560	76TH ST E	\$99.37
201428005001	2566	75TH ST E	\$342.77
201428004001	2574	75TH ST E	\$342.77
201428003001	2582	75TH ST	\$342.77
201640004001	2584	76TH ST E	\$99.37
201640001001	2586	76TH ST E	\$99.37
201428002001	2590	75TH ST	\$342.77
201428001001	2598	75TH ST	\$342.77
201640003002	2620	76TH ST E	\$99.37
201640002002	2630	76TH ST E	\$99.37
204060015001	2685	75TH ST	\$736.03
204060016001	2701	75TH ST	\$736.03
201821201001	2809	73RD ST E	\$992.46
201821202001	2827	73RD ST E	\$992.46
201821203001	2845	73RD ST E	\$992.46
206450401002	2865	74TH CTE	\$992.46
206450402002	2881	74TH CTE	\$992.46

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY

FINAL ASSESSMENT ROLL

TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
206450415002	2884	74TH CT E	\$992.46
206450403002	2895	74TH CT E	\$992.46
206450414002	2904	74TH CT E	\$992.46
206450404002	2915	74TH CT E	\$992.46
206450405002	2929	74TH CT E	\$992.46
206450406002	2939	74TH CT E	\$992.46
206450413002	2942	74TH CT E	\$992.46
206450407002	2949	74TH CT E	\$992.46
206450412002	2958	74TH CT E	\$992.46
206450408002	2959	74TH CT E	\$992.46
206450409002	2969	74TH CT E	\$992.46
206450411002	2970	74TH CT E	\$992.46
206450410002	2975	74TH CT E	\$992.46
200341002050	3240	57TH STE	\$2,816.41
200341003050	5705	CARMEN AVE	\$2,543.20
207490001001	5890	CARMEN AVE	\$15,795.33
207490001001	5890	CARMEN AVE	\$3,325.80
208520001001	5891	CARMEN AVE	\$4,656.30
200341001555	5945	CARMEN AVE	\$2,406.69
200341001355	5995	CARMEN AVE	\$4,655.18
207125102002	6090	CARMEN AVE	\$16,415.23
207125101203	6042	CLAUDE WAY	\$2,653.53
207125007203	6080	CLAUDE WAY	\$4,431.90
207125201001	6085	CLAUDE WAY	\$10,268.03
207125005003	6100	CLAUDE WAY E	\$5,179.90
207125101201	6115	CARMEN AVE	\$2,867.46
207125003002	6160	CARMEN AVE	\$5,189.44
207125002002	6240	CARMEN AVE	\$5,179.90
207125001002	6244	CARMEN AVE	\$10,186.08
207125004003	6256	CLAUDE WAY E	\$6,830.55
207125003103	6288	CLAUDE WAY E	\$1,254.77
204510001001	6290	CLAUDE WAY E	\$8,438.56
200030001628	6415	CARMEN AVE E	\$12,646.25
201420101001	6457	BLAINE AVE	\$713.11
201420102001	6465	BLAINE AVE E	\$713.11
201420103001	6471	BLAINE AVE E	\$713.11
201420104001	6479	BLAINE AVE	\$713.11
201420105001	6485	BLAINE AVE	\$713.11
201420106001	6493	BLAINE AVE	\$713.11
201420107001	6499	BLAINE AVE	\$713.11
200040001176	6734	BLAINE AVE E	\$992.46
200040001082	6754	BLAINE AVE E	\$992.46
200040001255	6755	BLAINE AVE E	\$992.46
200040002155	6775	BLAINE AVE E	\$992.46
200040002082	6780	BLAINE AVE E	\$992.46
201810002805	6795	BENTON CIR	\$116.88
201810002905	6797	BENTON CIR	\$116.88
201810002705	6799	BENTON CIR	\$116.88
201810002605	6801	BENTON CIR	\$116.88

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY

FINAL ASSESSMENT ROLL			ASSESSMENT
TAX PIN	HOUSE NO.	STREET NAME	
201810003105	6802	BENTON CIR	\$116.88
201810002405	6803	BENTON CIR	\$116.88
200040003082	6804	BLAINE AVE E	\$992.46
201810002505	6805	BENTON CIR	\$116.88
201810002205	6807	BENTON CIR	\$116.88
201810003005	6808	BENTON CIR	\$116.88
201810003205	6810	BENTON CIR	\$116.88
201810002305	6811	BENTON CIR	\$116.88
200040003255	6811	BLAINE AVE E	\$992.46
201810002105	6813	BENTON CIR	\$116.88
201810003305	6814	BENTON CIR	\$116.88
201810003505	6816	BENTON CIR	\$116.88
201810002005	6817	BENTON CIR	\$116.88
201810001805	6819	BENTON CIR	\$116.88
201810003405	6820	BENTON CIR	\$116.88
201810001905	6821	BENTON CIR	\$116.88
201810003705	6822	BENTON CIR	\$116.88
201810001605	6823	BENTON CIR	\$116.88
201810003605	6824	BENTON CIR	\$116.88
200040004082	6824	BLAINE AVE E	\$992.46
200040003355	6825	BLAINE AVE E	\$992.46
201810003805	6826	BENTON CIR	\$116.88
201810001705	6827	BENTON CIR	\$116.88
201810000105	6827	BENTON WAY	\$116.88
201810005105	6828	BENTON WAY	\$116.88
201810001505	6829	BENTON CIR	\$116.88
201810000205	6829	BENTON WAY	\$116.88
201810003905	6830	BENTON CIR	\$116.88
201810000305	6831	BENTON WAY	\$116.88
201810004005	6832	BENTON CIR	\$116.88
201810005205	6832	BENTON WAY	\$116.88
201810001405	6833	BENTON CIR	\$116.88
201810000505	6833	BENTON WAY	\$116.88
201810005005	6834	BENTON WAY	\$116.88
201810001205	6835	BENTON CIR	\$116.88
201810004905	6836	BENTON WAY	\$116.88
201810000405	6837	BENTON WAY	\$116.88
201810005405	6838	BENTON CIR	\$116.88
201810004705	6838	BENTON WAY	\$116.88
201810001305	6839	BENTON CIR	\$116.88
201810004805	6840	BENTON WAY	\$116.88
200040005682	6840	BLAINE AVE E	\$992.46
201810001005	6841	BENTON CIR	\$116.88
201810004505	6842	BENTON WAY	\$116.88
201810000705	6845	BENTON WAY	\$116.88
201810004605	6846	BENTON WAY	\$116.88
201810000605	6847	BENTON WAY	\$116.88
201810004405	6848	BENTON WAY	\$116.88
201810000805	6849	BENTON WAY	\$116.88

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY

FINAL ASSESSMENT ROLL			ASSESSMENT
TAX PIN	HOUSE NO.	STREET NAME	
201810004305	6850	BENTON WAY	\$116.88
201810009005	6851	BENTON WAY	\$116.88
201810004105	6852	BENTON WAY	\$116.88
201810001105	6853	BENTON WAY	\$116.88
200040005282	6854	BLAINE AVE E	\$992.46
201810005305	6861	BENTON WAY	\$116.88
201810004205	6862	BENTON WAY	\$116.88
201810005505	6863	BENTON WAY	\$116.88
201810005605	6865	BENTON WAY	\$116.88
201810005705	6867	BENTON WAY	\$116.88
201810005805	6871	BENTON WAY	\$116.88
201810005905	6873	BENTON WAY	\$116.88
201810006005	6875	BENTON WAY	\$116.88
201810006205	6877	BENTON WAY	\$116.88
201810006105	6879	BENTON WAY	\$116.88
201810006405	6881	BENTON WAY	\$116.88
201810006305	6883	BENTON WAY	\$116.88
201810006505	6885	BENTON WAY	\$116.88
201810006605	6887	BENTON AVE	\$116.88
201810006805	6889	BENTON AVE	\$116.88
201810006705	6891	BENTON WAY	\$116.88
201810101103	6901	BENTON WAY	\$144.74
201810100903	6902	BENTON WAY	\$144.74
201810101203	6903	BENTON WAY	\$144.74
201810101003	6904	BENTON WAY	\$144.74
201810101303	6905	BENTON WAY	\$144.74
201810100803	6906	BENTON WAY	\$144.74
201810101403	6907	BENTON WAY	\$144.74
201810100703	6908	BENTON WAY	\$144.74
201810100603	6910	BENTON WAY	\$144.74
200040005482	6910	BLAINE AVE E	\$992.46
201810101503	6911	BENTON WAY	\$144.74
201810101603	6913	BENTON WAY	\$144.74
201810100503	6914	BENTON WAY	\$144.74
201810101703	6915	BENTON WAY	\$144.74
201810100403	6916	BENTON WAY	\$144.74
201810100303	6918	BENTON WAY	\$144.74
201810100103	6920	BENTON WAY	\$144.74
201810100203	6922	BENTON WAY	\$144.74
200040005782	6960	BLAINE AVE E	\$992.46
200040005882	6990	BLAINE AVE E	\$992.46
200090003002	7050	BLAINE AVE	\$992.46
200090005102	7076	BLAINE AVE E	\$992.46
201940001001	7100	BLAINE AVE	\$992.46
201940002001	7120	BLAINE AVE	\$992.46
201940003001	7140	BLAINE AVE	\$992.46
201940004001	7160	BLAINE AVE E	\$992.46
200090008025	7169	BLAINE AVE E	\$992.46
201940005001	7180	BLAINE AVE E	\$992.46

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
207315000803	7203	BRITTANY LN	\$74.51
207315000703	7205	BRITTANY LN	\$74.51
207315000603	7207	BRITTANY LN	\$74.51
207315000503	7209	BRITTANY LN	\$74.51
207315000403	7211	BRITTANY LN	\$74.51
207315000203	7213	BRITTANY LN	\$74.51
207315000303	7215	BRITTANY LN	\$74.51
207315000403	7217	BRITTANY LN	\$74.51
207315000903	7219	BRITTANY LN	\$74.51
207315001003	7221	BRITTANY LN	\$74.51
207315001103	7223	BRITTANY LN	\$74.51
20090009025	7225	BLAINE AVE E	\$992.46
207315001203	7225	BRITTANY LN	\$74.51
207315001603	7227	BRITTANY LN	\$74.51
207315001503	7229	BRITTANY LN	\$74.51
207315001403	7231	BRITTANY LN	\$74.51
207750032001	7233	BOND WAY	\$231.83
207315001303	7233	BRITTANY LN	\$74.51
207750033001	7235	BOND WAY	\$231.83
207315001703	7235	BRITTANY LN	\$74.51
207750034001	7237	BOND WAY	\$231.83
207315001803	7237	BRITTANY LN	\$74.51
207750035001	7239	BOND WAY	\$231.83
207315001903	7239	BRITTANY LN	\$74.51
207750036001	7241	BOND WAY	\$231.83
207315002203	7241	BRITTANY LN	\$74.51
207750037001	7243	BOND WAY	\$231.83
207315002103	7243	BRITTANY LN	\$74.51
207750038001	7245	BOND WAY	\$231.83
207315002003	7245	BRITTANY LN	\$74.51
207315003203	7246	BRITTANY LN	\$74.51
207750039001	7247	BOND WAY	\$231.83
207315002303	7247	BRITTANY LN	\$74.51
207315003103	7248	BRITTANY LN	\$74.51
207315002403	7249	BRITTANY LN	\$74.51
207315003003	7250	BRITTANY LN	\$74.51
207315002503	7251	BRITTANY LN	\$74.51
207315002903	7252	BRITTANY LN	\$74.51
207315002803	7253	BRITTANY LN	\$74.51
207315003303	7254	BRITTANY LN	\$74.51
207315002703	7255	BRITTANY LN	\$74.51
207315003403	7256	BRITTANY LN	\$74.51
207315002603	7257	BRITTANY LN	\$74.51
207315003503	7258	BRITTANY LN	\$74.51
207315004503	7259	BRITTANY LN	\$74.51
207315003603	7260	BRITTANY LN	\$74.51
207315004603	7261	BRITTANY LN	\$74.51
207315004003	7262	BRITTANY LN	\$74.51
207315004703	7263	BRITTANY LN	\$74.51

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY

FINAL ASSESSMENT ROLL			ASSESSMENT
TAX PIN	HOUSE NO.	STREET NAME	
207315003903	7264	BRITTANY LN	\$74.51
207315004803	7265	BRITTANY LN	\$74.51
207315003803	7266	BRITTANY LN	\$74.51
207315005203	7267	BRITTANY LN	\$74.51
207315003703	7268	BRITTANY LN	\$74.51
207315005103	7269	BRITTANY LN	\$74.51
207315004103	7270	BRITTANY LN	\$74.51
200090011025	7271	BLAINE AVE E	\$992.46
207315005003	7271	BRITTANY LN	\$74.51
207315004203	7272	BRITTANY LN	\$74.51
207315004903	7273	BRITTANY LN	\$74.51
207315004303	7274	BRITTANY LN	\$74.51
207315005303	7275	BRITTANY LN	\$74.51
207315004403	7276	BRITTANY LN	\$74.51
207315005403	7277	BRITTANY LN	\$74.51
207315005503	7279	BRITTANY LN	\$74.51
207315005603	7281	BRITTANY LN	\$74.51
207315006003	7283	BRITTANY LN	\$74.51
207315005903	7285	BRITTANY LN	\$74.51
201515001001	7287	BORMAN AVE	\$992.46
207315005803	7287	BRITTANY LN	\$74.51
207315005703	7289	BRITTANY LN	\$74.51
207315006803	7291	BRITTANY LN	\$74.51
207315006703	7293	BRITTANY LN	\$74.51
207750031001	7295	BRADEN TRL	\$231.83
207315006603	7295	BRITTANY LN	\$74.51
201515002001	7297	BORMAN AVE	\$992.46
207315006503	7297	BRITTANY LN	\$74.51
207315006103	7299	BRITTANY LN	\$74.51
207750030001	7301	BRADEN TRL	\$231.83
207315006203	7301	BRITTANY LN	\$74.51
201821201002	7302	BOYD AVE	\$992.46
207315006303	7303	BRITTANY LN	\$74.51
207315006403	7305	BRITTANY LN	\$74.51
201821201005	7307	BORMAN AVE	\$992.46
207750029001	7307	BRADEN TRL	\$231.83
201821201004	7310	BORMAN AVE E	\$992.46
207750028001	7313	BRADEN TRL	\$231.83
201821202005	7317	BORMAN AVE	\$992.46
201821216004	7317	BOYD AVE E	\$992.46
201821202002	7318	BOYD AVE E	\$992.46
207750027001	7319	BRADEN TRL	\$231.83
201821202004	7320	BORMAN AVE	\$992.46
201821215004	7323	BOYD AVE	\$992.46
207750026001	7325	BRADEN TRL	\$231.83
201821203004	7326	BORMAN AVE	\$992.46
201821203005	7327	BORMAN AVE	\$992.46
207750043001	7328	BRADEN TRL	\$231.83
201821204004	7330	BORMAN AVE	\$992.46

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
201821203002	7330	BOYD AVE	\$992.46
207750025001	7331	BRADEN TRL	\$231.83
207750042001	7332	BRADEN TRL	\$231.83
207750041001	7336	BRADEN TRL	\$231.83
201821204005	7337	BORMAN AVE	\$992.46
207750024001	7337	BRADEN TRL	\$231.83
201821214004	7339	BOYD AVE E	\$992.46
207750040001	7340	BRADEN TRL	\$231.83
207750023001	7343	BRADEN TRL	\$231.83
207750044001	7344	BRADEN TRL	\$231.83
201821204002	7346	BOYD AVE E	\$992.46
201821205005	7347	BORMAN AVE	\$992.46
207750045001	7348	BRADEN TRL	\$231.83
201821213004	7349	BOYD AVE	\$992.46
207750022001	7349	BRADEN TRL	\$231.83
201821205004	7350	BORMAN AVE	\$992.46
201821205002	7352	BOYD AVE E	\$992.46
207750046001	7352	BRADEN TRL	\$231.83
207750021001	7355	BRADEN TRL	\$231.83
207750047001	7356	BRADEN TRL	\$231.83
201821206005	7357	BORMAN AVE	\$992.46
201821206004	7360	BORMAN AVE	\$992.46
207750048001	7360	BRADEN TRL	\$231.83
201821212004	7361	BOYD AVE E	\$992.46
207750020001	7361	BRADEN TRL	\$231.83
207750049001	7364	BRADEN TRL	\$231.83
201821206002	7366	BOYD AVE E	\$992.46
201821207005	7367	BORMAN AVE	\$992.46
207750019001	7367	BRADEN TRL	\$231.83
207750050001	7368	BRADEN TRL	\$231.83
201821211004	7369	BOYD AVE	\$992.46
201821207004	7370	BORMAN AVE	\$992.46
207750051001	7372	BRADEN TRL	\$231.83
207750018001	7373	BRADEN TRL	\$231.83
207750052001	7376	BRADEN TRL	\$231.83
201821208005	7377	BORMAN AVE	\$992.46
207750017001	7379	BRADEN TRL	\$231.83
201821208004	7380	BORMAN AVE	\$992.46
207750053001	7380	BRADEN TRL	\$231.83
206450414201	7382	BORMAN AVE	\$992.46
206450414101	7384	BORMAN AVE	\$992.46
207750054001	7384	BRADEN TRL	\$231.83
207750013001	7385	BRADEN TRL	\$231.83
207750055001	7388	BRADEN TRL	\$231.83
207750014001	7391	BRADEN TRL	\$231.83
207750056001	7392	BRADEN TRL	\$231.83
207750057001	7396	BRADEN TRL	\$231.83
207750015001	7397	BRADEN TRL	\$231.83
207750063001	7400	BRADY PATH	\$231.83

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY			
FINAL ASSESSMENT ROLL			
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
206450413101	7402	BORMAN AVE	\$992.46
207750016001	7403	BRADEN TRL	\$231.83
206450413201	7404	BORMAN AVE	\$992.46
207750062001	7404	BRADY PATH	\$231.83
201821210004	7405	BOYD AVE E	\$992.46
201821201003	7408	BOYD AVE E	\$992.46
207750061001	7408	BRADY PATH	\$231.83
207750012001	7409	BRADEN TRL	\$231.83
204060001001	7411	BORMAN AVE	\$736.03
207750060001	7412	BRADY PATH	\$231.83
201821209004	7413	BOYD AVE E	\$992.46
204060002001	7415	BORMAN AVE	\$736.03
207750011001	7415	BRADEN TRL	\$231.83
206450412101	7416	BORMAN AVE E	\$992.46
201821202003	7416	BOYD AVE E	\$992.46
207750059001	7416	BRADY PATH	\$231.83
206450412201	7418	BORMAN AVE E	\$992.46
204060003001	7419	BORMAN AVE	\$736.03
207750058001	7420	BRADY PATH	\$231.83
206450401001	7421	BOYD AVE E	\$992.46
207750010001	7421	BRADEN TRL	\$231.83
204060004001	7423	BORMAN AVE	\$736.03
207750004001	7424	BRADY PATH	\$231.83
207750009001	7427	BRADEN TRL	\$231.83
207750003001	7428	BRADY PATH	\$231.83
206450402001	7429	BOYD AVE E	\$992.46
206450411201	7430	BORMAN AVE E	\$992.46
206450416002	7430	BOYD AVE E	\$992.46
206450411101	7432	BORMAN AVE E	\$992.46
207750002001	7432	BRADY PATH	\$231.83
204060005001	7433	BORMAN AVE	\$736.03
207750005001	7433	BRADEN TRL	\$231.83
206450403001	7435	BOYD AVE E	\$992.46
207750001001	7436	BRADY PATH	\$231.83
204060006001	7437	BORMAN AVE S	\$736.03
207750006001	7439	BRADEN TRL	\$231.83
204060007001	7441	BORMAN AVE	\$736.03
206450417002	7444	BOYD AVE E	\$992.46
204060008001	7445	BORMAN AVE	\$736.03
207750007001	7445	BRADEN TRL	\$231.83
206450404001	7449	BOYD AVE E	\$992.46
206450410101	7450	BORMAN AVE	\$992.46
207750008001	7451	BRADEN TRL	\$231.83
206450410201	7452	BORMAN AVE	\$992.46
206450418002	7456	BOYD AVE E	\$992.46
204060009001	7457	BORMAN AVE	\$736.03
204060010001	7461	BORMAN AVE	\$736.03
204060011001	7465	BORMAN AVE E	\$736.03
206450405001	7465	BOYD AVE E	\$992.46

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY

FINAL ASSESSMENT ROLL			ASSESSMENT
TAX PIN	HOUSE NO.	STREET NAME	ASSESSMENT
204060012001	7469	BORMAN AVE	\$736.03
206450409201	7470	BORMAN AVE E	\$992.46
206450419002	7478	BOYD AVE E	\$992.46
206450409101	7480	BORMAN AVE E	\$992.46
204060013001	7481	BORMAN AVE	\$736.03
206450406001	7483	BOYD AVE	\$992.46
204060014001	7485	BORMAN AVE	\$736.03
201428012001	7538	BLAINE AVE	\$342.77
201428013001	7546	BLAINE AVE	\$342.77
201428014001	7554	BLAINE AVE	\$342.77
201428015001	7562	BLAINE AVE	\$342.77
201428016001	7570	BLAINE AVE	\$342.77
201428017001	7578	BLAINE AVE	\$342.77
201428018001	7586	BLAINE AVE	\$342.77
201640002001	7603	BORMAN WAY	\$99.37
201640003001	7605	BORMAN WAY	\$99.37
201640001002	7606	BORMAN WAY	\$99.37
201640004002	7608	BORMAN WAY	\$99.37
201640006002	7610	BORMAN WAY	\$99.37
201640005002	7612	BORMAN WAY	\$99.37
201640007002	7614	BORMAN WAY	\$99.37
201640008002	7616	BORMAN WAY	\$99.37
201640012002	7618	BORMAN WAY E	\$99.37
201640009002	7620	BORMAN WAY E	\$99.37
201640011002	7622	BORMAN WAY E	\$99.37
201640010002	7624	BORMAN WAY	\$99.37
201640024001	7625	BORMAN WAY E	\$99.37
201640023001	7627	BORMAN WAY	\$99.37
201640014002	7628	BORMAN WAY	\$99.37
201640013002	7630	BORMAN WAY E	\$99.37
201640015002	7632	BORMAN WAY E	\$99.37
201640016002	7634	BORMAN WAY	\$99.37
201640018002	7636	BORMAN WAY E	\$99.37
201640017002	7638	BORMAN WAY	\$99.37
201640021001	7639	BORMAN WAY	\$99.37
201640022001	7641	BORMAN WAY	\$99.37
201640020001	7643	BORMAN WAY	\$99.37
201640019001	7645	BORMAN WAY	\$99.37
201640019002	7646	BORMAN WAY E	\$99.37
201640020002	7648	BORMAN WAY	\$99.37
201640022002	7650	BORMAN WAY	\$99.37
201640021002	7652	BORMAN WAY E	\$99.37
201640017001	7653	BORMAN WAY	\$99.37
201640018001	7655	BORMAN WAY	\$99.37
201640016001	7657	BORMAN WAY E	\$99.37
201640015001	7659	BORMAN WAY	\$99.37
201640023002	7660	BORMAN WAY E	\$99.37
201640024002	7662	BORMAN WAY	\$99.37
201640028102	7664	BORMAN WAY	\$99.37

CITY PROJECT NO. 2007-09C - 2007 MILL AND OVERLAY

FINAL ASSESSMENT ROLL			ASSESSMENT
TAX PIN	HOUSE NO.	STREET NAME	
201640025102	7666	BORMAN WAY	\$99.37
201640013001	7667	BORMAN WAY	\$99.37
201640014001	7669	BORMAN WAY E	\$99.37
201640027102	7674	BORMAN WAY	\$99.37
201640026102	7676	BORMAN WAY	\$99.37
201640030002	7720	BLAINE AVE	\$99.37
201640029002	7730	BLAINE AVE	\$99.37
201640031002	7740	BLAINE AVE	\$99.37
201640032002	7750	BLAINE AVE	\$99.37
205350016002	7755	BLAINE AVE E	\$992.46
205353001102	7891	BLACKSTONE AVE	\$992.46
205353007101	7892	BLACKSTONE AVE	\$992.46
205353002102	7895	BLACKSTONE AVE	\$992.46
205353008101	7896	BLACKSTONE AVE	\$992.46
205353003102	7899	BLACKSTONE WAY	\$992.46
205353004102	7903	BLACKSTONE AVE	\$992.46
205353005103	7906	BLACKSTONE AVE	\$992.46
205353005102	7907	BLACKSTONE AVE	\$992.46
205353006103	7910	BLACKSTONE AVE	\$992.46
205353006102	7911	BLACKSTONE AVE S	\$992.46
205353007102	7915	BLACKSTONE AVE	\$992.46
205353010104	7919	BLACKSTONE AVE	\$992.46
203450001001			\$3,615.83
207125007202			\$943.98
207125008002			\$5,179.90
207125009002			\$5,179.90
207125010002			\$11,168.01
207125001103			\$542.67
207125004101			\$10,359.80
203050001001			\$3,829.39
207125001001			\$7,158.92
200090001004			\$561.00
205675001001			\$6,948.55
200090001005			\$2,297.48
207125002001			\$5,233.94
207125007103			\$748.00
207125006003			\$5,179.90
200341001057			\$518.36
20004001654			\$1,895.25
207125101101			\$116.88
207125001103			\$8,592.46
200030002029			\$12,400.72
208140101000			\$992.46
200040001355			\$992.46
205353005001			\$576.52
200900001001			\$6,921.81
TOTAL			\$419,206.32

**Mark T. Bitner  
6755 Blaine Avenue  
Inver Grove Heights MN 55076-1901  
Telephone (651) 453 0477**

11 June, 2008

Scott D. Thureen  
Public Works Director  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights MN 55077-3412

Dear Director Thureen,

**RE: OBJECTION TO PROPOSED SPECIAL ASSESSMENTS  
2007 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2007-09C – MILL AND OVERLAY  
PROPERTY/TAX ID # 200040001355**

We object to the proposed Special Assessment apportioned to PROPERTY/TAX ID #200040001355. We are the co-owners of said parcel of land.

We believe the amount apportioned is unacceptable based on the characteristics of this particular property.

The specific grounds of our appeal are as follows:

**Location:** The property is **totally "land-locked"** behind another property that we own. It has never had access to any roadway within the City of Inver Grove Heights. There are no plans being considered or likely to be proposed during the period covering payment of this Special Assessment.

**Situation of property:** The property was zoned "Agriculture" when purchased in 2000 and zoning requirements prevented constructing any residential buildings on said property. This was acceptable to us since our intention has always been the preservation of the original trees and landscape on the combined parcels. Any future development of the property would require site works in excess of the Estimated Market Value in order to access Blaine Avenue.

**Basis of Apportionment:** In the section "**Authority to Specially Assess**" of your notice, it reads in part ... "are proposed to be assessed on the basis of the frontage and current or future access of properties abutting or tributary to said improvements". This parcel has no "**frontage**" or "current" access and is unlikely to ever have "future" access to said improvements.

**Assessed amount compared to Property Tax:** The proposed "Special Assessment" is nearly four (4) times (Actual = 3.86) the 2008 Property Tax (\$992.46/\$256.94). This particular ground is based on the amount of Property Tax payable not Property Value as covered in Minnesota Statutes, Chapter 429.

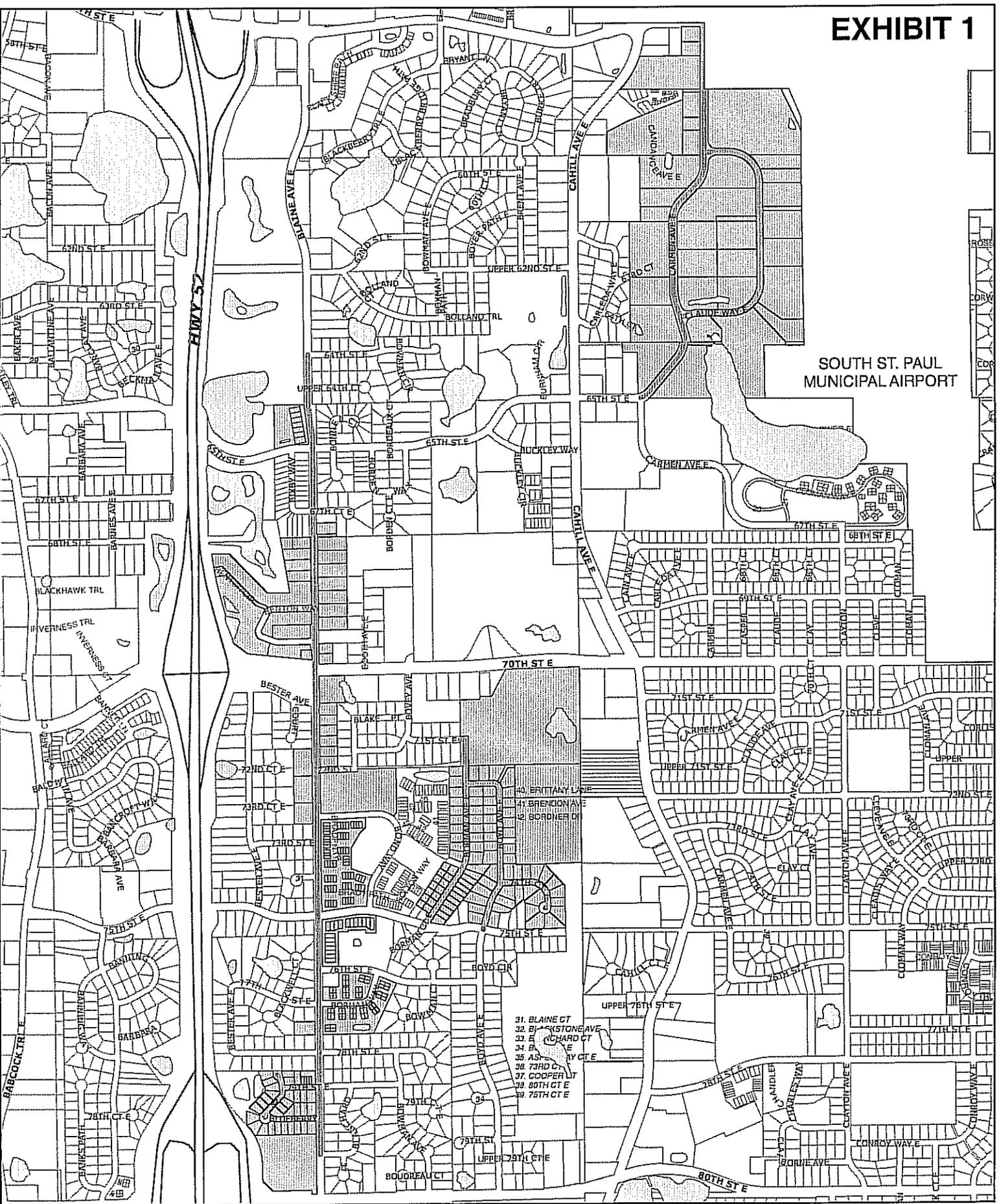
**Fairness:** It is totally unacceptable that a property with no frontage and no current or proposed access to the improvements is assessed at a rate 8.49 times higher than nearby properties that do currently abut the improvements and will continue to access and enjoy said improvements for the period covering payment of this Special Assessment. Nearby occupied town homes have a proposed assessment of only \$116.88 compared to \$992.46 for this property.

For the above reasons, we believe the proposed Special Assessment is unacceptable and unfair.

We believe that an amount of \$116.88 (equal to the amount assessed to nearby town home properties) is acceptable and we would gladly pay said amount to pay our fair share of the improvements.

Yours faithfully

Mark T. & Inge Elli B Bitner



SOUTH ST. PAUL  
MUNICIPAL AIRPORT

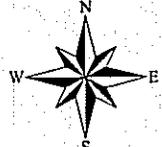
- 31. BLAINE CT
- 32. BLACKSTONE AVE
- 33. E. RICHARD CT
- 34. B. ... E
- 35. AS ... RY CT E
- 36. 73RD C
- 37. COOPER LT
- 38. 80TH CT E
- 39. 75TH CT E

**LEGEND**

 PARCELS FOR ASSESSMENT (353)

 STREETS FOR MILL & OVERLAY (3.97 MI)

## PROJECT 2007-09C MILL & OVERLAY



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

**RESOLUTION ADOPTING THE ASSESSMENT FOR THE 2007 PAVEMENT MANAGEMENT PROGRAM,  
CITY PROJECT NO. 2007-09C – 2007 MILL AND OVERLAY PROJECT**

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

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – City Project No. 2007-09C – 2007 Mill and Overlay Project which includes the following areas:

**Area**

73<sup>rd</sup> Street East, from Borman Avenue East to Boyd Avenue East; 74<sup>th</sup> Court East, from Boyd Avenue East to end of cul-de-sac; 79<sup>th</sup> Street East, from Blackstone Avenue East to Blaine Avenue East; Blackstone Avenue East, from Blueberry Street East to end of cul-de-sac; Blaine Avenue East, from Blanchard Way East to 64<sup>th</sup> Street East; Blueberry Street East, from Blackstone Avenue East to Blaine Avenue East; Borman Avenue East, from 71<sup>st</sup> Street East to 75<sup>th</sup> Street East; Boyd Avenue, from 73<sup>rd</sup> Street East to 75<sup>th</sup> Street East; Carmen Avenue, from Upper 55<sup>th</sup> Street East to 65<sup>th</sup> Street East; and Claude Way East, from Carmen Avenue East to Carmen Avenue East.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of five (5) years, the first of the installments to be payable on or before the first Monday in January 2009, and shall bear interest at the rate of six and one-quarter percent (6.25%) per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 23<sup>rd</sup> day of June 2008.

AYES:

NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Assessment Hearing for City Project No. 2007-09D – Urban Street Reconstruction, South Grove Area 2**

Meeting Date: June 23, 2008  
 Item Type: Assessment Hearing  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A

*ST*

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

**PURPOSE/ACTION REQUESTED**

Assessment hearing to consider a resolution adopting the final assessment roll for City Project No. 2007-09D – Urban Street Reconstruction, South Grove Area 2 which includes the following streets: 73rd St. E. from Cahill Ave. to Clay Ave. E./Clay Ave.; Clay Ave. E. from 72nd St. E. to 73rd St. E.; Clay Ave from 73rd St. E. to 75th St. E.; Clay Ct.; 74th St. E. from Carmen Ave. E. to Clay Ave.; Carmen Ave E. from 73rd St. E to 75th St. E.; Clayton Ave. E. from 72nd St. E. 75th St. E.; Cleadis Way E. from 75th St. E. to Cleve Ave. E.; Cleve Ave. E. from 72nd St. E. to Upper 73rd St.; 73rd St. E. from Cleve Ave.E. to Dawn Ave. E.; 73rd Ct. E.; Cloman Way from 75th St. E. to 74th St. E.; Upper 73rd St. from Cleve Ave. E to Dawn Ave. E.; 74th St. E. from Cloman Way to Concord Blvd.; Craig Ave. E. from 73rd St. E. to 75th St. E.; Cooper Ave. E. from 72nd St. E. to 73rd St. E.; Dawn Ave. E. from 71st St. E. to 75th St. E.

**SUMMARY**

City Project No. 2007-09D was ordered by the City Council on April 23, 2007 as part of the City's 2007 Pavement Management Program. Street reconstruction with concrete curb and gutter, concrete sidewalk, storm sewer, water main, grading, landscaping, restoration and appurtenances are included in the project. The total project cost is \$3,082,586.87.

Three hundred thirty-eight (338) single-family residential properties are proposed to be assessed for street reconstruction at an equal amount per-lot of \$3,982.85. Three hundred sixty-four (364) parcels are proposed to be assessed \$0.1076 per square foot of area (that contributes storm water), for 100 percent of the cost of storm sewer lateral construction.

The proposed assessment roll is based on a cumulative assessment cap of \$5,000, per the recommendation provided in the assessment analysis performed by Metzen Appraisals. If the calculated cumulative total assessment for the parcels in the project area exceeds \$5,000, the amount in excess of \$5,000 is paid by the Pavement Management Fund. Then, if the parcel already paid assessments for City Project No. 2001-02 and/or City Project No. 2006-09D, that amount was subtracted from \$5,000 to arrive at the final assessment amount. (See attached cumulative assessment spreadsheet.)

The total amount proposed to be specially assessed is \$1,537,970.01. An assessment term of ten (10) years and an interest rate of six and one-quarter (6.25) percent are recommended. The amount being assessed is slightly less (\$2,162.55) than the total published in the hearing notice. An error was discovered subsequent to the publishing of the notice. The storm sewer lateral calculations for a few parcels have been reduced as a result of the correction.

An information meeting held on June 10, 2008 was attended by 11 residents (attendance list attached). Topics of discussion were the assessment amounts and how they were determined, the assessment process and how the cumulative per-parcel assessment total for overall South Grove street reconstruction is tracked.

*[Handwritten mark]*

**Assessment Hearing for City Project No. 09D – Urban Street Reconstruction, South Grove Area 2**  
**Page Two**

I recommend approving the resolution adopting the final assessment roll for City Project No. 2007-09D, Urban Street Reconstruction, South Grove Area 2.

SDT/rs

Attachments: Information meeting attendance list  
Cumulative assessment spreadsheet  
Proposed final assessment roll  
Map of properties to be assessed  
Resolution

SIGN IN SHEET

INFORMATION MEETING

CITY PROJECT NO. 2007-09D  
SOUTH GROVE AREA 2

Tuesday, June 10, 200~~X~~<sup>8</sup> at 5:00-7:00 p.m.

NAME

ADDRESS

CONTACT INFO.

- |                                  |                                    |   |
|----------------------------------|------------------------------------|---|
| 1. <u>DON BERLIER</u>            | <u>3667- E 75<sup>th</sup> SQ.</u> | phone: <u>651-451-4052</u><br>mobile: _____<br>e-mail: _____  |
| 2. <u>Wayne Robey</u>            | <u>3942 74<sup>th</sup> St E.</u>  | phone: <u>651 451-7248</u><br>mobile: _____<br>e-mail: _____  |
| 3. <u>Jim Peltier</u>            | <u>7250 AIRLANTA</u>               | phone: _____<br>mobile: <u>612-669-4670</u><br>e-mail: _____  |
| 4. <u>James LaBarre</u>          | <u>7333 CLAY AVE R</u>             | phone: <u>455 5123</u><br>mobile: _____<br>e-mail: _____      |
| 5. <u>Frank Mathele</u>          | <u>7435 Carmen Ave</u>             | phone: <u>651-455-9252</u><br>mobile: _____<br>e-mail: _____  |
| 6. <u>JUDY AUSTING</u>           | <u>1210 COOPER AVE E.</u>          | phone: <u>651-455-3204</u><br>mobile: _____<br>e-mail: _____  |
| 7. <u>M. G. Mr. Bally</u>        | <u>3656-74 ST. E</u>               | phone: <u>651 451- 6282</u><br>mobile: _____<br>e-mail: _____ |
| 8. <u>Fawn Allen</u>             | <u>3697-75<sup>th</sup> St. E.</u> | phone: <u>651-455-3424</u><br>mobile: _____<br>e-mail: _____  |
| 9. <u>Rose &amp; Bill Manthe</u> | <u>7359 Clev Ave E</u>             | phone: <u>651-455-6933</u><br>mobile: _____<br>e-mail: _____  |
| 10. _____                        | _____                              | phone: _____<br>mobile: _____<br>e-mail: _____                |
| 11. _____                        | _____                              | phone: _____<br>mobile: _____<br>e-mail: _____                |

CUMULATIVE ASSESSMENTS - 2001-02 AND 2006-09D AND 2007-09D

PID NO.	HOUSE NO.	HOUSE STREET	TOTAL	TOTAL	TOTAL	ASSESSMENTS	ASSESSMENT	FINAL ASSESSMENT AMOUNT	
			2001-02	2006-09D	2007-09D	TOTAL COMBINED	5,000 CAP CITY CONT		LESS CITY CONT
207115220004	3176	73RD ST E	\$353.80	\$0.00	\$4,771.43	\$5,125.23	\$125.23	\$5,000.00	\$4,646.20
207115214003	3187	73RD ST E	\$304.00	\$0.00	\$5,193.45	\$5,497.45	\$497.45	\$5,000.00	\$4,696.00
207115213003	3195	73RD ST E	\$291.90	\$0.00	\$5,145.24	\$5,437.14	\$437.14	\$5,000.00	\$4,708.10
207115212003	3235	73RD ST E	\$267.42	\$0.00	\$5,047.81	\$5,315.23	\$315.23	\$5,000.00	\$4,732.58
207115211003	3245	73RD ST E	\$279.79	\$55.23	\$5,026.23	\$5,401.25	\$401.25	\$5,000.00	\$4,624.98
207115210004	3247	75TH ST E	\$0.00	\$4,095.98	\$0.00	\$4,095.98	\$4,095.98	\$4,095.98	\$4,095.98
207115210003	3251	73RD ST E	\$310.92	\$636.12	\$4,747.93	\$5,694.97	\$694.97	\$5,000.00	\$4,052.96
207115212002	3252	73RD ST E	\$359.37	\$0.00	\$5,413.95	\$5,773.32	\$773.32	\$5,000.00	\$4,640.63
207115211005	3260	74TH ST E	\$0.00	\$0.00	\$5,445.41	\$5,445.41	\$445.41	\$5,000.00	\$5,000.00
207115215002	3267	74TH ST E	\$195.30	\$0.00	\$5,271.49	\$5,466.79	\$466.79	\$5,000.00	\$4,804.70
207115209003	3271	73RD ST E	\$295.44	\$707.49	\$4,633.25	\$5,636.18	\$636.18	\$5,000.00	\$3,997.07
207115211002	3272	73RD ST E	\$304.57	\$0.00	\$5,195.75	\$5,500.32	\$500.32	\$5,000.00	\$4,695.43
207115210005	3280	74TH ST E	\$0.00	\$0.00	\$5,140.50	\$5,140.50	\$140.50	\$5,000.00	\$5,000.00
207115217005	3281	75TH ST E	\$0.00	\$0.00	\$4,224.46	\$4,224.46	\$4,224.46	\$4,224.46	\$4,224.46
207115208003	3287	73RD ST E	\$299.54	\$647.75	\$4,694.06	\$5,641.35	\$641.35	\$5,000.00	\$4,052.71
207115216002	3287	74TH ST E	\$165.39	\$0.00	\$5,159.80	\$5,325.19	\$325.19	\$5,000.00	\$4,834.61
207115210002	3288	73RD ST E	\$262.20	\$0.00	\$5,027.02	\$5,289.22	\$289.22	\$5,000.00	\$4,737.80
207115209005	3288	74TH ST E	\$0.00	\$0.00	\$5,073.08	\$5,073.08	\$73.08	\$5,000.00	\$5,000.00
207115208005	3294	74TH ST E	\$0.00	\$0.00	\$5,132.97	\$5,132.97	\$132.97	\$5,000.00	\$5,000.00
207115207005	3302	74TH ST E	\$0.00	\$0.00	\$5,505.81	\$5,505.81	\$505.81	\$5,000.00	\$5,000.00
207115217002	3303	74TH ST E	\$140.26	\$0.00	\$5,561.17	\$5,701.43	\$701.43	\$5,000.00	\$4,859.74
207115218005	3303	75TH ST E	\$0.00	\$0.00	\$507.04	\$507.04	\$507.04	\$507.04	\$507.04
207115207003	3305	73RD ST E	\$351.61	\$645.53	\$4,902.93	\$5,900.07	\$900.07	\$5,000.00	\$4,002.86
207115209002	3306	73RD ST E	\$368.04	\$0.00	\$5,448.43	\$5,816.47	\$816.47	\$5,000.00	\$4,631.96
207115206005	3316	74TH ST E	\$0.00	\$0.00	\$6,135.43	\$6,135.43	\$1,135.43	\$5,000.00	\$5,000.00
207115218002	3317	74TH ST E	\$0.00	\$0.00	\$5,834.88	\$5,834.88	\$834.88	\$5,000.00	\$5,000.00
207115219005	3319	75TH ST E	\$0.00	\$0.00	\$592.47	\$592.47	\$592.47	\$592.47	\$592.47
207115219002	3321	74TH ST E	\$0.00	\$0.00	\$5,281.01	\$5,281.01	\$281.01	\$5,000.00	\$5,000.00
207115208002	3324	73RD ST E	\$390.28	\$0.00	\$5,691.76	\$6,022.04	\$1,022.04	\$5,000.00	\$4,609.72
207115206003	3325	73RD ST E	\$377.63	\$519.19	\$5,100.61	\$5,997.43	\$997.43	\$5,000.00	\$4,103.18
207115205005	3326	74TH ST E	\$0.00	\$0.00	\$5,778.63	\$5,778.63	\$778.63	\$5,000.00	\$5,000.00
207115220002	3331	74TH ST E	\$0.00	\$0.00	\$5,254.60	\$5,254.60	\$254.60	\$5,000.00	\$5,000.00
207115220005	3337	75TH ST E	\$0.00	\$0.00	\$736.87	\$736.87	\$736.87	\$736.87	\$736.87
207115205003	3341	73RD ST E	\$375.39	\$322.47	\$5,237.96	\$5,935.82	\$935.82	\$5,000.00	\$4,302.14
207115221002	3341	74TH ST E	\$0.00	\$0.00	\$5,059.10	\$5,059.10	\$59.10	\$5,000.00	\$5,000.00
207115207002	3342	73RD ST E	\$272.47	\$0.00	\$5,630.73	\$5,903.20	\$903.20	\$5,000.00	\$4,727.53
207115222002	3353	74TH ST E	\$0.00	\$0.00	\$4,978.17	\$4,978.17	\$4,978.17	\$4,978.17	\$4,978.17
207115204005	3354	74TH ST E	\$0.00	\$0.00	\$5,287.14	\$5,287.14	\$287.14	\$5,000.00	\$5,000.00
207115221005	3355	75TH ST E	\$0.00	\$0.00	\$914.48	\$914.48	\$914.48	\$914.48	\$914.48
207115204003	3357	73RD ST E	\$340.02	\$83.99	\$5,274.43	\$5,698.44	\$698.44	\$5,000.00	\$4,575.99
207115206002	3358	73RD ST E	\$239.51	\$0.00	\$5,195.73	\$5,435.24	\$435.24	\$5,000.00	\$4,760.49
207115223002	3369	74TH ST E	\$0.00	\$0.00	\$5,179.83	\$5,179.83	\$179.83	\$5,000.00	\$5,000.00
207115203005	3372	74TH ST E	\$0.00	\$0.00	\$5,150.43	\$5,150.43	\$150.43	\$5,000.00	\$5,000.00
207115222005	3373	75TH ST E	\$0.00	\$0.00	\$787.96	\$787.96	\$787.96	\$787.96	\$787.96
207115205002	3376	73RD ST E	\$270.71	\$0.00	\$5,178.18	\$5,448.89	\$448.89	\$5,000.00	\$4,729.29
207115224002	3387	74TH ST E	\$0.00	\$0.00	\$5,216.45	\$5,216.45	\$216.45	\$5,000.00	\$5,000.00
207115202005	3392	74TH ST E	\$0.00	\$0.00	\$5,153.24	\$5,153.24	\$153.24	\$5,000.00	\$5,000.00
207115223005	3393	75TH ST E	\$0.00	\$0.00	\$759.92	\$759.92	\$759.92	\$759.92	\$759.92
207115225002	3407	74TH ST E	\$0.00	\$0.00	\$5,059.72	\$5,059.72	\$59.72	\$5,000.00	\$5,000.00

PID NO.	HOUSE NO.	HOUSE STREET	TOTAL			TOTAL 2007-09D	ASSESSMENTS		ASSESSMENT LESS CITY CONT	FINAL ASSESSMENT AMOUNT
			2001-02	2006-09D	2007-09D		\$5,000 CAP CITY CONT	\$5,000.00		
207115101004	3420	74TH ST E	\$266.47	\$0.00	\$5,043.96	\$5,310.43	\$310.43	\$5,000.00	\$4,733.53	
207115221001	3465	75TH ST E	\$0.00	\$0.00	\$848.80	\$848.80		\$848.80	\$848.80	
207115222001	3485	75TH ST E	\$0.00	\$0.00	\$1,010.13	\$1,010.13		\$1,010.13	\$1,010.13	
207115118006	3531	75TH ST E	\$0.00	\$0.00	\$875.78	\$875.78		\$875.78	\$875.78	
207115110005	3573	75TH ST E	\$0.00	\$0.00	\$568.87	\$568.87		\$568.87	\$568.87	
207115122001	3611	73RD ST E	\$252.77	\$1,183.42	\$4,109.61	\$5,545.80	\$545.80	\$5,000.00	\$3,563.81	
207115114002	3628	73RD ST E	\$255.94	\$0.00	\$4,999.67	\$5,255.01	\$255.01	\$5,000.00	\$4,744.66	
207115123001	3631	73RD CT E	\$250.61	\$694.37	\$4,464.79	\$5,409.77	\$409.77	\$5,000.00	\$4,055.02	
207115124001	3635	73RD CT E	\$240.86	\$1,121.24	\$4,108.26	\$5,470.36	\$470.36	\$5,000.00	\$3,637.90	
207115125001	3639	73RD CT E	\$535.19	\$2,539.15	\$4,225.92	\$7,300.26	\$2,300.26	\$5,000.00	\$1,925.66	
207115113002	3640	73RD ST E	\$264.93	\$0.00	\$5,037.87	\$5,302.80	\$302.80	\$5,000.00	\$4,735.07	
207115126001	3641	73RD CT E	\$284.83	\$1,172.45	\$4,125.83	\$5,553.11	\$553.11	\$5,000.00	\$3,572.72	
207115113004	3642	74TH ST E	\$347.75	\$0.00	\$5,367.63	\$5,715.38	\$715.38	\$5,000.00	\$4,652.25	
207115117002	3645	UPPER 73RD ST	\$287.03	\$0.00	\$5,125.88	\$5,412.91	\$412.91	\$5,000.00	\$4,712.97	
207115128101	3647	73RD CT E	\$348.15	\$1,642.74	\$4,147.70	\$6,138.59	\$1,138.59	\$5,000.00	\$3,009.11	
207115113003	3647	74TH ST E	\$327.10	\$0.00	\$5,285.41	\$5,612.51	\$612.51	\$5,000.00	\$4,672.90	
207115112003	3648	UPPER 73RD ST	\$199.35	\$0.00	\$4,776.71	\$4,976.06		\$4,976.06	\$4,776.71	
207115128201	3649	73RD CT E	\$279.22	\$650.70	\$4,610.87	\$5,540.79	\$540.79	\$5,000.00	\$4,070.08	
207115112002	3660	73RD ST E	\$253.77	\$0.00	\$4,993.43	\$5,242.20	\$242.20	\$5,000.00	\$4,746.23	
207115118002	3655	UPPER 73RD ST	\$289.55	\$0.00	\$5,135.89	\$5,425.44	\$425.44	\$5,000.00	\$4,710.45	
207115112004	3656	74TH ST E	\$395.87	\$0.00	\$5,559.32	\$5,955.19	\$955.19	\$5,000.00	\$4,604.13	
207115129001	3661	73RD ST E	\$477.47	\$2,250.66	\$4,210.90	\$6,939.03	\$1,939.03	\$5,000.00	\$2,271.87	
207115111002	3662	73RD ST E	\$248.91	\$0.00	\$4,974.08	\$5,222.99	\$222.99	\$5,000.00	\$4,751.09	
207115119004	3667	75TH ST E	\$19.10	\$0.00	\$875.40	\$894.50		\$894.50	\$875.40	
207115111004	3672	74TH ST E	\$302.41	\$0.00	\$5,187.15	\$5,489.56	\$489.56	\$5,000.00	\$4,697.59	
207115119002	3673	UPPER 73RD ST	\$266.03	\$0.00	\$5,121.93	\$5,407.96	\$407.96	\$5,000.00	\$4,713.97	
207115114003	3675	74TH ST E	\$280.93	\$0.00	\$5,101.57	\$5,382.50	\$382.50	\$5,000.00	\$4,719.07	
207115130001	3677	73RD ST E	\$351.64	\$1,607.60	\$4,187.78	\$6,147.02	\$1,147.02	\$5,000.00	\$3,040.76	
207115110002	3678	73RD ST E	\$277.52	\$0.00	\$5,087.96	\$5,365.48	\$365.48	\$5,000.00	\$4,722.48	
207115120002	3681	UPPER 73RD ST	\$333.99	\$0.00	\$5,312.94	\$5,646.93	\$646.93	\$5,000.00	\$4,666.01	
207115111003	3682	UPPER 73RD ST	\$212.54	\$0.00	\$4,829.19	\$5,041.73	\$41.73	\$5,000.00	\$4,787.46	
207115120004	3683	75TH ST E	\$11.65	\$0.00	\$863.87	\$875.52		\$875.52	\$863.87	
207115110004	3688	74TH ST E	\$312.59	\$0.00	\$5,227.64	\$5,540.23	\$540.23	\$5,000.00	\$4,687.41	
207115131001	3691	73RD ST E	\$347.15	\$1,515.08	\$4,238.72	\$6,100.95	\$1,100.95	\$5,000.00	\$3,137.77	
207115109002	3692	73RD ST E	\$247.31	\$0.00	\$4,967.74	\$5,215.05	\$215.05	\$5,000.00	\$4,752.69	
207115121002	3693	UPPER 73RD ST	\$291.57	\$0.00	\$5,143.94	\$5,435.51	\$435.51	\$5,000.00	\$4,708.43	
207115110003	3694	UPPER 73RD ST	\$242.64	\$0.00	\$4,949.11	\$5,191.75	\$191.75	\$5,000.00	\$4,757.36	
207115115003	3695	74TH ST E	\$276.58	\$0.00	\$5,084.23	\$5,360.81	\$360.81	\$5,000.00	\$4,723.42	
207115121004	3697	75TH ST E	\$4.19	\$0.00	\$852.22	\$856.41		\$856.41	\$852.22	
207115109004	3704	74TH ST E	\$290.03	\$0.00	\$5,140.27	\$5,430.30	\$430.30	\$5,000.00	\$4,709.97	
207115108002	3706	73RD ST E	\$273.36	\$0.00	\$5,071.43	\$5,344.79	\$344.79	\$5,000.00	\$4,726.64	
207115132001	3707	73RD ST E	\$285.44	\$1,132.19	\$4,277.65	\$5,695.28	\$695.28	\$5,000.00	\$3,582.37	
207115116003	3709	74TH ST E	\$247.18	\$0.00	\$4,967.18	\$5,214.36	\$214.36	\$5,000.00	\$4,752.82	
207115122002	3709	UPPER 73RD ST	\$263.85	\$0.00	\$5,033.58	\$5,297.43	\$297.43	\$5,000.00	\$4,736.15	
207115109003	3710	UPPER 73RD ST	\$259.80	\$0.00	\$5,017.44	\$5,277.24	\$277.24	\$5,000.00	\$4,740.20	
207115122004	3711	75TH ST E	\$0.00	\$0.00	\$840.70	\$840.70		\$840.70	\$840.70	
207115107002	3712	73RD ST E	\$286.41	\$0.00	\$5,123.36	\$5,409.77	\$409.77	\$5,000.00	\$4,713.59	
207115133001	3713	73RD ST E	\$285.14	\$1,036.12	\$4,347.90	\$5,669.16	\$669.16	\$5,000.00	\$3,678.74	
207115108004	3718	74TH ST E	\$279.68	\$0.00	\$5,126.50	\$5,406.18	\$406.18	\$5,000.00	\$4,720.32	
207115117003	3721	74TH ST E	\$251.15	\$0.00	\$4,983.01	\$5,234.16	\$234.16	\$5,000.00	\$4,748.85	

PID NO.	HOUSE NO.	HOUSE STREET	TOTAL	TOTAL	TOTAL	ASSESSMENTS TOTAL COMBINED	\$5,000 CAP CITY CONT	ASSESSMENT LESS CITY CONT	FINAL ASSESSMENT AMOUNT
			2001-02	2006-09D	2007-09D				
207115123002	3723	UPPER 73RD ST	\$268.50	\$0.00	\$5,052.09	\$5,320.59	\$320.59	\$5,000.00	\$4,731.50
207115108003	3724	UPPER 73RD ST	\$270.15	\$0.00	\$5,058.62	\$5,328.77	\$328.77	\$5,000.00	\$4,729.85
207115123004	3725	75TH ST E	\$0.00	\$0.00	\$829.05	\$829.05		\$829.05	\$829.05
207115107004	3734	74TH ST E	\$267.69	\$0.00	\$5,112.59	\$5,380.28	\$380.28	\$5,000.00	\$4,732.31
207115124002	3737	UPPER 73RD ST	\$286.41	\$0.00	\$5,123.36	\$5,409.77	\$409.77	\$5,000.00	\$4,713.59
207115106002	3738	73RD ST E	\$286.41	\$0.00	\$5,123.36	\$5,409.77	\$409.77	\$5,000.00	\$4,713.59
207115107003	3738	UPPER 73RD ST	\$273.04	\$0.00	\$5,070.14	\$5,343.18	\$343.18	\$5,000.00	\$4,726.96
207115134001	3739	73RD ST E	\$284.84	\$989.44	\$4,381.41	\$5,655.69	\$655.69	\$5,000.00	\$3,725.72
207115118003	3739	74TH ST E	\$251.04	\$0.00	\$4,982.51	\$5,233.55	\$233.55	\$5,000.00	\$4,748.96
207115124004	3741	75TH ST E	\$0.00	\$0.00	\$817.53	\$817.53		\$817.53	\$817.53
207115106004	3748	74TH ST E	\$255.72	\$0.00	\$5,098.88	\$5,354.55	\$354.55	\$5,000.00	\$4,744.28
207115105002	3750	73RD AVE E	\$286.41	\$0.00	\$5,123.36	\$5,409.77	\$409.77	\$5,000.00	\$4,713.59
207115135001	3751	73RD ST E	\$284.55	\$1,075.00	\$4,316.40	\$5,675.95	\$675.95	\$5,000.00	\$3,640.45
207115125002	3751	UPPER 73RD ST	\$286.41	\$0.00	\$5,123.36	\$5,409.77	\$409.77	\$5,000.00	\$4,713.59
207115106003	3752	UPPER 73RD ST	\$275.93	\$0.00	\$5,081.64	\$5,357.57	\$357.57	\$5,000.00	\$4,724.07
207115119003	3753	74TH ST E	\$254.99	\$0.00	\$4,998.28	\$5,253.27	\$253.27	\$5,000.00	\$4,745.01
207115125004	3755	75TH ST E	\$0.00	\$0.00	\$805.88	\$805.88		\$805.88	\$805.88
207115104002	3764	73RD ST E	\$286.41	\$0.00	\$5,123.36	\$5,409.77	\$409.77	\$5,000.00	\$4,713.59
207115105004	3764	74TH ST E	\$248.72	\$0.00	\$5,084.93	\$5,328.65	\$328.65	\$5,000.00	\$4,756.28
207115120003	3765	74TH ST E	\$257.58	\$0.00	\$5,008.65	\$5,266.23	\$266.23	\$5,000.00	\$4,742.42
207115126002	3765	UPPER 73RD ST	\$286.41	\$0.00	\$5,123.36	\$5,409.79	\$409.79	\$5,000.00	\$4,713.59
207115105003	3766	UPPER 73RD ST	\$278.82	\$0.00	\$5,093.14	\$5,371.96	\$371.96	\$5,000.00	\$4,721.18
207115126004	3769	75TH ST E	\$0.00	\$0.00	\$794.36	\$794.36		\$794.36	\$794.36
207115121003	3779	74TH ST E	\$260.23	\$0.00	\$5,019.10	\$5,279.33	\$279.33	\$5,000.00	\$4,739.77
207115127002	3779	UPPER 73RD ST	\$286.41	\$0.00	\$5,123.36	\$5,409.77	\$409.77	\$5,000.00	\$4,713.59
207115104004	3780	74TH ST E	\$281.75	\$0.00	\$5,071.15	\$5,302.90	\$302.90	\$5,000.00	\$4,768.25
207115104003	3780	UPPER 73RD ST	\$281.71	\$0.00	\$5,104.66	\$5,386.37	\$386.37	\$5,000.00	\$4,718.29
207115103002	3782	73RD ST E	\$286.41	\$0.00	\$5,123.37	\$5,409.78	\$409.78	\$5,000.00	\$4,713.59
207115127004	3783	75TH ST E	\$0.00	\$0.00	\$763.65	\$763.65		\$763.65	\$763.65
207115122003	3789	74TH ST E	\$262.80	\$0.00	\$5,029.98	\$5,292.18	\$292.18	\$5,000.00	\$4,737.20
207115103004	3792	74TH ST E	\$219.75	\$0.00	\$5,057.26	\$5,277.01	\$277.01	\$5,000.00	\$4,780.25
207115128002	3793	UPPER 73RD ST	\$286.41	\$0.00	\$5,123.38	\$5,409.79	\$409.79	\$5,000.00	\$4,713.59
207115103003	3794	UPPER 73RD ST	\$284.60	\$0.00	\$5,116.16	\$5,400.76	\$400.76	\$5,000.00	\$4,715.40
207115128004	3797	75TH ST E	\$0.00	\$0.00	\$610.28	\$610.28		\$610.28	\$610.28
207115102002	3798	73RD ST E	\$286.41	\$0.00	\$5,123.37	\$5,409.78	\$409.78	\$5,000.00	\$4,713.59
207115123003	3809	74TH ST E	\$265.42	\$0.00	\$5,039.77	\$5,305.19	\$305.19	\$5,000.00	\$4,734.58
207115102004	3810	74TH ST E	\$212.43	\$0.00	\$5,075.29	\$5,287.72	\$287.72	\$5,000.00	\$4,787.57
207115102003	3810	UPPER 73RD ST	\$287.47	\$0.00	\$5,127.65	\$5,415.12	\$415.12	\$5,000.00	\$4,712.53
207115129004	3811	75TH ST E	\$0.00	\$0.00	\$447.51	\$447.51		\$447.51	\$447.51
207115124003	3817	74TH ST E	\$252.23	\$0.00	\$4,987.26	\$5,239.49	\$239.49	\$5,000.00	\$4,747.77
207115129002	3817	UPPER 73RD ST	\$310.89	\$0.00	\$5,220.87	\$5,531.76	\$531.76	\$5,000.00	\$4,689.11
207115014006	3819	73RD ST E	\$359.47	\$0.00	\$5,414.31	\$5,773.78	\$773.78	\$5,000.00	\$4,640.53
207115011006	3836	72ND ST E	\$283.71	\$4,600.12	\$1,129.81	\$6,013.64	\$1,013.64	\$5,000.00	\$116.17
207115015006	3837	73RD ST E	\$283.68	\$0.00	\$5,112.56	\$5,396.24	\$396.24	\$5,000.00	\$4,716.32
207115010006	3850	72ND ST E	\$283.52	\$4,600.12	\$1,129.08	\$6,012.72	\$1,012.72	\$5,000.00	\$116.36
207115016006	3851	73RD ST E	\$283.52	\$0.00	\$5,111.88	\$5,395.40	\$395.40	\$5,000.00	\$4,716.48
207115009006	3864	72ND ST E	\$283.33	\$4,600.12	\$1,128.34	\$6,011.79	\$1,011.79	\$5,000.00	\$116.55
207115009005	3864	73RD ST E	\$268.50	\$0.00	\$5,052.12	\$5,320.62	\$320.62	\$5,000.00	\$4,731.50
207115017006	3865	73RD ST E	\$283.33	\$0.00	\$5,111.12	\$5,394.45	\$394.45	\$5,000.00	\$4,716.67
207115009004	3866	UPPER 73RD ST	\$281.63	\$0.00	\$5,104.40	\$5,386.03	\$386.03	\$5,000.00	\$4,718.37

PID NO.	HOUSE NO.	HOUSE STREET	TOTAL			TOTAL 2007-09D	ASSESSMENTS		ASSESSMENT LESS CITY CONT	FINAL ASSESSMENT AMOUNT
			2001-02	2006-09D	2007-09D		TOTAL COMBINED	\$5,000 CAP CITY CONT		
207115012005	3867	UPPER 73RD ST	\$268.50	\$0.00	\$5,052.12	\$5,320.62	\$320.62	\$5,000.00	\$4,731.50	
207115009003	3872	74TH ST E	\$97.46	\$0.00	\$4,886.68	\$4,984.14	\$4,984.14	\$4,984.14	\$4,886.68	
207115011005	3873	72ND ST E	\$40.37	\$143.22	\$54.23	\$237.82		\$237.82	\$54.23	
207115012004	3873	74TH ST E	\$274.25	\$0.00	\$5,074.99	\$5,349.24	\$349.24	\$5,000.00	\$4,725.75	
207115012003	3875	75TH ST E	\$0.00	\$0.00	\$755.35	\$755.35		\$755.35	\$755.35	
207115008006	3878	72ND ST E	\$283.17	\$4,600.12	\$1,127.82	\$6,010.91	\$1,010.91	\$5,000.00	\$116.71	
207115008005	3878	73RD ST E	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	
207115018006	3878	73RD ST E	\$283.14	\$0.00	\$5,110.34	\$5,393.48	\$393.48	\$5,000.00	\$4,716.86	
207115008004	3880	UPPER 73RD ST	\$293.84	\$0.00	\$5,152.98	\$5,446.82	\$446.82	\$5,000.00	\$4,706.16	
207115013005	3881	UPPER 73RD ST	\$268.50	\$0.00	\$5,052.12	\$5,320.62	\$320.62	\$5,000.00	\$4,731.50	
207115008003	3886	74TH ST E	\$101.08	\$0.00	\$4,886.68	\$4,987.76	\$4,987.76	\$4,987.76	\$4,886.68	
207115013004	3887	74TH ST E	\$274.25	\$0.00	\$5,074.99	\$5,349.24	\$349.24	\$5,000.00	\$4,725.75	
207115007006	3892	72ND ST E	\$282.98	\$4,600.12	\$1,126.87	\$6,009.97	\$1,009.97	\$5,000.00	\$116.90	
207115007005	3892	73RD ST E	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	
207115019006	3893	73RD ST E	\$282.93	\$0.00	\$5,109.58	\$5,392.51	\$392.51	\$5,000.00	\$4,717.07	
207115007004	3894	UPPER 73RD ST	\$293.84	\$0.00	\$5,152.99	\$5,446.83	\$446.83	\$5,000.00	\$4,706.16	
207115014005	3895	UPPER 73RD ST	\$268.50	\$0.00	\$5,052.12	\$5,320.62	\$320.62	\$5,000.00	\$4,731.50	
207115013003	3897	75TH ST E	\$0.00	\$0.00	\$736.77	\$736.77		\$736.77	\$736.77	
207115007003	3900	74TH ST E	\$104.73	\$0.00	\$4,886.68	\$4,991.41	\$4,991.41	\$4,991.41	\$4,886.68	
207115014004	3901	74TH ST E	\$274.25	\$0.00	\$5,074.97	\$5,349.22	\$349.22	\$5,000.00	\$4,725.75	
207115006006	3908	72ND ST E	\$282.79	\$4,600.12	\$1,126.15	\$6,009.06	\$1,009.06	\$5,000.00	\$117.09	
207115006005	3908	73RD ST E	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	
207115006004	3908	UPPER 73RD ST	\$293.84	\$0.00	\$5,152.98	\$5,446.82	\$446.82	\$5,000.00	\$4,706.16	
207115020006	3909	73RD ST E	\$282.74	\$0.00	\$5,108.79	\$5,391.53	\$391.53	\$5,000.00	\$4,717.26	
207115015005	3909	UPPER 73RD ST	\$268.50	\$0.00	\$5,052.12	\$5,320.62	\$320.62	\$5,000.00	\$4,731.50	
207115014003	3911	75TH ST E	\$0.00	\$0.00	\$728.40	\$728.40		\$728.40	\$728.40	
207115006003	3914	74TH ST E	\$108.38	\$0.00	\$4,886.68	\$4,995.06	\$4,995.06	\$4,995.06	\$4,886.68	
207115015004	3915	74TH ST E	\$274.25	\$0.00	\$5,074.99	\$5,349.24	\$349.24	\$5,000.00	\$4,725.75	
207115005006	3922	72ND ST E	\$282.60	\$4,600.12	\$1,125.41	\$6,008.13	\$1,008.13	\$5,000.00	\$117.28	
207115005005	3922	73RD ST E	\$268.50	\$0.00	\$5,052.10	\$5,320.60	\$320.60	\$5,000.00	\$4,731.50	
207115005004	3922	UPPER 73RD ST	\$293.84	\$0.00	\$5,153.00	\$5,446.84	\$446.84	\$5,000.00	\$4,706.16	
207115021006	3923	73RD ST E	\$282.55	\$0.00	\$5,108.02	\$5,390.57	\$390.57	\$5,000.00	\$4,717.45	
207115101002	3923	UPPER 73RD ST	\$310.92	\$0.00	\$5,220.98	\$5,531.90	\$531.90	\$5,000.00	\$4,689.08	
207115016005	3923	UPPER 73RD ST	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	
207115015003	3927	75TH ST E	\$0.00	\$0.00	\$723.74	\$723.74		\$723.74	\$723.74	
207115005003	3930	74TH ST E	\$112.02	\$0.00	\$4,886.69	\$4,998.71	\$4,998.71	\$4,998.71	\$4,886.69	
207115016004	3931	74TH ST E	\$274.25	\$0.00	\$5,074.97	\$5,349.22	\$349.22	\$5,000.00	\$4,725.75	
207115016003	3937	75TH ST E	\$0.00	\$0.00	\$719.01	\$719.01		\$719.01	\$719.01	
207115004006	3940	72ND ST E	\$282.41	\$4,600.12	\$1,124.67	\$6,007.20	\$1,007.20	\$5,000.00	\$117.47	
207115004005	3940	73RD ST E	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	
207115004004	3940	UPPER 73RD ST	\$293.84	\$0.00	\$5,152.98	\$5,446.82	\$446.82	\$5,000.00	\$4,706.16	
207115022006	3941	73RD ST E	\$282.36	\$0.00	\$5,107.27	\$5,389.63	\$389.63	\$5,000.00	\$4,717.64	
207115017005	3941	UPPER 73RD ST	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	
207115004003	3942	74TH ST E	\$115.65	\$0.00	\$4,886.68	\$5,002.33	\$2.33	\$5,000.00	\$4,884.35	
207115017004	3943	74TH ST E	\$274.25	\$0.00	\$5,074.98	\$5,349.23	\$349.23	\$5,000.00	\$4,725.75	
207115017003	3951	75TH ST E	\$0.00	\$0.00	\$707.77	\$707.77		\$707.77	\$707.77	
207115003005	3952	73RD ST E	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	
207115003004	3952	UPPER 73RD ST	\$293.84	\$0.00	\$5,152.99	\$5,446.83	\$446.83	\$5,000.00	\$4,706.16	
207115023006	3953	73RD ST E	\$282.17	\$0.00	\$5,106.48	\$5,388.65	\$388.65	\$5,000.00	\$4,717.83	
207115018005	3953	UPPER 73RD ST	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	

PID NO.	HOUSE NO.	HOUSE STREET	TOTAL	TOTAL	TOTAL	ASSESSMENTS		\$5,000 CAP CITY CONT	ASSESSMENT LESS CITY CONT	FINAL ASSESSMENT AMOUNT
			2001-02	2006-09D	2007-09D	TOTAL COMBINED	CITY CONT			
207115003006	3954	72ND ST E	\$282.25	\$4,600.12	\$1,123.95	\$6,006.32	\$1,006.32	\$5,000.00	\$1,176.63	
207115003003	3956	74TH ST E	\$119.29	\$0.00	\$4,886.88	\$5,005.97	\$5.97	\$5,000.00	\$4,880.71	
207115018004	3957	74TH ST E	\$274.25	\$0.00	\$5,074.97	\$5,349.22	\$349.22	\$5,000.00	\$4,725.75	
207115002006	3968	72ND ST E	\$262.06	\$4,600.12	\$1,123.21	\$6,005.39	\$1,005.39	\$5,000.00	\$1,178.82	
207115002005	3968	73RD ST E	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	
207115002004	3968	UPPER 73RD ST	\$293.84	\$0.00	\$5,152.96	\$5,446.82	\$446.82	\$5,000.00	\$4,706.16	
207115024006	3969	73RD ST E	\$261.98	\$0.00	\$5,105.72	\$5,387.70	\$387.70	\$5,000.00	\$4,718.02	
207115019005	3969	UPPER 73RD ST	\$268.50	\$0.00	\$5,052.11	\$5,320.61	\$320.61	\$5,000.00	\$4,731.50	
207115018003	3971	75TH ST E	\$0.00	\$0.00	\$692.10	\$692.10		\$692.10	\$692.10	
207115002003	3972	74TH ST E	\$122.94	\$0.00	\$4,886.68	\$5,009.62	\$9.62	\$5,000.00	\$4,877.06	
207115019004	3973	74TH ST E	\$274.25	\$0.00	\$5,074.98	\$5,349.23	\$349.23	\$5,000.00	\$4,725.75	
207115008002	4018	74TH ST E	\$226.97	\$0.00	\$4,326.78	\$4,553.75		\$4,553.75	\$4,326.78	
207115007001	4023	74TH ST E	\$253.99	\$0.00	\$4,470.93	\$4,724.92		\$4,724.92	\$4,470.93	
207115007002	4030	74TH ST E	\$226.97	\$0.00	\$4,302.98	\$4,529.95		\$4,529.95	\$4,302.98	
207115006001	4035	74TH ST E	\$259.39	\$0.00	\$4,548.60	\$4,807.99		\$4,807.99	\$4,548.60	
207115006002	4038	74TH ST E	\$226.97	\$0.00	\$4,279.19	\$4,506.16		\$4,506.16	\$4,279.19	
207115005001	4043	74TH ST E	\$259.39	\$0.00	\$4,465.72	\$4,725.11		\$4,725.11	\$4,465.72	
207115005002	4048	74TH ST E	\$226.97	\$0.00	\$4,255.42	\$4,482.39		\$4,482.39	\$4,255.42	
207115004101	4053	74TH ST E	\$226.97	\$0.00	\$4,335.88	\$4,562.85		\$4,562.85	\$4,335.88	
207115004002	4058	74TH ST E	\$226.97	\$0.00	\$4,231.83	\$4,458.80		\$4,458.80	\$4,231.83	
207115004001	4065	74TH ST E	\$226.97	\$0.00	\$4,334.15	\$4,561.15		\$4,561.15	\$4,334.15	
207115003002	4068	74TH ST E	\$226.97	\$0.00	\$4,208.27	\$4,435.24		\$4,435.24	\$4,208.27	
207115002002	4078	74TH ST E	\$226.97	\$0.00	\$4,175.93	\$4,402.90		\$4,402.90	\$4,175.93	
207115003001	4079	74TH ST E	\$194.54	\$0.00	\$4,323.66	\$4,518.20		\$4,518.20	\$4,323.66	
207116105006	7146	DAWN AVE E	\$291.62	\$0.00	\$4,347.50	\$4,639.32		\$4,639.32	\$4,347.50	
207116106006	7170	DAWN AVE	\$268.07	\$0.00	\$4,307.72	\$4,575.79		\$4,575.79	\$4,307.72	
207116107006	7180	DAWN AVE E	\$349.85	\$0.00	\$4,909.47	\$4,659.32		\$4,659.32	\$4,309.47	
207115615003	7189	DAWN AVE E	\$249.94	\$943.24	\$4,276.77	\$5,469.95	\$469.95	\$5,000.00	\$3,806.82	
207116108006	7190	DAWN AVE	\$431.78	\$0.00	\$4,311.21	\$4,742.99		\$4,742.99	\$4,311.21	
207115019001	7210	DAWN AVE E	\$255.47	\$0.00	\$4,351.46	\$4,606.93		\$4,606.93	\$4,351.46	
207115001006	7213	DAWN AVE E	\$276.66	\$0.00	\$5,084.53	\$5,361.19	\$361.19	\$5,000.00	\$4,723.34	
207115101001	7223	COOPER AVE E	\$339.78	\$805.88	\$4,736.71	\$5,882.37	\$882.37	\$5,000.00	\$3,854.84	
207115101006	7229	CLEVE AVE E	\$254.68	\$1,363.29	\$3,982.85	\$5,600.72	\$600.72	\$5,000.00	\$3,382.13	
207115115001	7230	CLEVE AVE E	\$292.25	\$1,565.10	\$3,982.85	\$5,840.20	\$840.20	\$5,000.00	\$3,142.65	
207115012006	7230	COOPER AVE	\$456.07	\$0.00	\$5,799.00	\$6,255.07	\$1,255.07	\$5,000.00	\$4,549.95	
207115204001	7239	CLAYTON	\$460.88	\$1,907.18	\$4,399.60	\$6,767.66	\$1,767.66	\$5,000.00	\$2,631.94	
207115103006	7240	CLAYTON AVE E	\$252.93	\$1,052.42	\$4,207.74	\$5,513.09	\$513.09	\$5,000.00	\$3,694.65	
207115137001	7243	COOPER AVE E	\$281.58	\$920.53	\$4,493.97	\$5,596.08	\$596.08	\$5,000.00	\$3,897.89	
207115018001	7250	DAWN AVE	\$259.39	\$0.00	\$4,354.27	\$4,613.66		\$4,613.66	\$4,354.27	
207115202003	7257	CLAY AVE E	\$331.13	\$702.14	\$4,779.36	\$5,812.63	\$812.63	\$5,000.00	\$3,966.73	
207115208001	7258	CLAY AVE E	\$368.12	\$541.12	\$4,821.45	\$6,030.69	\$1,030.69	\$5,000.00	\$3,790.76	
207115216003	7260	CAHILL AVE	\$302.92	\$0.00	\$1,138.44	\$1,441.36		\$1,441.36	\$1,138.44	
207115116001	7264	CLEVE AVE E	\$262.69	\$1,406.77	\$3,982.85	\$5,652.31	\$652.31	\$5,000.00	\$3,330.54	
207115131006	7267	CLEVE AVE E	\$270.06	\$1,446.27	\$3,982.85	\$5,699.18	\$699.18	\$5,000.00	\$3,283.67	
207115136001	7267	COOPER AVE E	\$328.37	\$541.74	\$4,887.63	\$5,757.74	\$757.74	\$5,000.00	\$4,129.89	
207115210001	7268	CLAY AVE E	\$402.33	\$405.17	\$5,283.75	\$6,091.25	\$1,091.25	\$5,000.00	\$4,192.50	
207115104006	7268	CLAYTON AVE E	\$252.47	\$904.22	\$4,314.60	\$5,471.29	\$471.29	\$5,000.00	\$3,843.31	
207115203003	7269	CLAY AVE E	\$300.92	\$158.78	\$5,063.08	\$5,522.78	\$522.78	\$5,000.00	\$4,540.30	
207115013006	7270	COOPER AVE	\$423.00	\$0.00	\$5,167.32	\$6,090.32	\$1,090.32	\$5,000.00	\$4,577.00	
207115203001	7279	CLAYTON AVE	\$293.25	\$540.62	\$4,748.62	\$5,582.49	\$582.49	\$5,000.00	\$4,166.13	

PID NO.	HOUSE NO.	HOUSE STREET	TOTAL			TOTAL 2007-09D	ASSESSMENTS		ASSESSMENT LESS CITY CONT	FINAL ASSESSMENT AMOUNT
			2001-02	2006-09D	2007-09D		TOTAL COMBINED	\$5,000 CAP CITY CONT		
207115210101	7286	CLAY AVE E	\$327.59	\$1,438.71	\$4,217.55	\$5,983.85	\$983.85	\$5,000.00	\$3,233.70	
207115117001	7288	CLEVE AVE E	\$295.46	\$1,582.30	\$3,982.85	\$5,860.61	\$860.61	\$5,000.00	\$3,122.24	
207115215003	7290	CAHILL AVE	\$305.70	\$0.00	\$1,209.81	\$1,515.51		\$1,515.51	\$1,209.81	
207115105006	7290	CLAYTON AVE E	\$252.12	\$866.41	\$4,342.65	\$5,461.18	\$461.18	\$5,000.00	\$3,881.47	
207115017001	7290	DAWN AVE	\$259.39	\$0.00	\$4,353.09	\$4,612.48		\$4,612.48	\$4,353.09	
207115130006	7291	CLEVE AVE E	\$291.49	\$1,560.95	\$3,982.85	\$5,835.29	\$835.29	\$5,000.00	\$3,147.56	
207115025006	7291	DAWN AVE	\$276.52	\$0.00	\$5,084.06	\$5,360.58	\$360.58	\$5,000.00	\$4,723.48	
207115016001	7300	DAWN AVE	\$259.39	\$0.00	\$4,351.94	\$4,611.33		\$4,611.33	\$4,351.94	
207115129006	7305	CLEVE AVE E	\$336.78	\$1,803.33	\$3,982.85	\$6,123.16	\$1,123.16	\$5,000.00	\$2,859.69	
207115211001	7306	CLAY AVE E	\$423.00	\$1,904.76	\$4,252.42	\$6,580.18	\$1,580.18	\$5,000.00	\$2,672.24	
207115118001	7306	CLEVE AVE E	\$273.98	\$1,467.30	\$3,982.85	\$5,724.13	\$724.13	\$5,000.00	\$3,258.72	
207115202001	7307	CLAYTON AVE E	\$281.01	\$49.41	\$5,065.59	\$5,396.01	\$396.01	\$5,000.00	\$4,669.58	
207115204002	7311	CLAY AVE E	\$283.66	\$0.00	\$5,222.31	\$5,505.97	\$505.97	\$5,000.00	\$4,716.34	
207115106006	7312	CLAYTON AVE E	\$251.80	\$866.98	\$4,340.88	\$5,459.66	\$459.66	\$5,000.00	\$3,881.22	
207115010005	7312	CRAIG AVE E	\$306.24	\$0.00	\$5,202.37	\$5,508.61	\$508.61	\$5,000.00	\$4,693.76	
207115119001	7314	CLEVE AVE E	\$258.88	\$1,386.35	\$3,982.85	\$5,628.08	\$628.08	\$5,000.00	\$3,354.77	
207115015001	7314	DAWN AVE	\$259.39	\$0.00	\$4,354.32	\$4,613.71		\$4,613.71	\$4,354.32	
207115128006	7315	CLEVE AVE E	\$395.25	\$2,116.61	\$3,982.85	\$6,494.71	\$1,494.71	\$5,000.00	\$2,488.14	
207115201004	7317	CARMEN AVE E	\$399.73	\$0.00	\$5,372.81	\$5,972.54	\$972.54	\$5,000.00	\$4,600.27	
207115203002	7319	CLAY AVE E	\$270.47	\$0.00	\$5,273.31	\$5,543.78		\$5,543.78	\$4,729.58	
207115127006	7319	CLEVE AVE E	\$402.08	\$2,153.28	\$3,982.85	\$6,538.21	\$1,538.21	\$5,000.00	\$2,444.64	
207115001005	7319	DAWN AVE	\$263.28	\$0.00	\$5,031.35	\$5,294.63	\$294.63	\$5,000.00	\$4,736.72	
207115201001	7321	CLAYTON AVE S	\$281.01	\$0.00	\$5,101.87	\$5,382.88	\$382.88	\$5,000.00	\$4,718.99	
207115120001	7322	CLEVE AVE E	\$259.99	\$1,392.27	\$3,982.85	\$5,635.11	\$635.11	\$5,000.00	\$3,347.74	
207115219004	7324	CAHILL AVE	\$352.45	\$0.00	\$58.97	\$411.42		\$411.42	\$58.97	
207115126006	7325	CLEVE AVE E	\$427.00	\$2,286.73	\$3,982.85	\$6,696.58	\$1,696.58	\$5,000.00	\$2,286.27	
207115130002	7325	CRAIG AVE E	\$298.57	\$0.00	\$5,171.78	\$5,470.35	\$470.35	\$5,000.00	\$4,701.43	
207115213002	7326	CARMEN AVE	\$327.56	\$0.00	\$5,267.28	\$5,614.84	\$614.84	\$5,000.00	\$4,672.44	
207115212001	7326	CLAY AVE E	\$341.97	\$616.91	\$4,885.93	\$5,844.81	\$844.81	\$5,000.00	\$4,041.12	
207115107006	7326	CLAYTON AVE E	\$251.48	\$866.25	\$4,340.88	\$5,457.81	\$457.81	\$5,000.00	\$3,882.27	
207115014001	7326	DAWN AVE E	\$259.39	\$0.00	\$4,359.35	\$4,618.74		\$4,618.74	\$4,359.35	
207115125006	7331	CLEVE AVE E	\$257.80	\$1,380.56	\$5,982.85	\$5,621.21	\$621.21	\$5,000.00	\$3,361.64	
208090002000	7332	CLAY AVE E	\$278.68	\$34.26	\$5,330.24	\$5,643.18	\$643.18	\$5,000.00	\$4,687.06	
207115121001	7332	CLEVE AVE E	\$298.92	\$1,409.87	\$4,125.02	\$5,833.81	\$833.81	\$5,000.00	\$3,291.21	
207115011005	7332	CRAIG AVE	\$306.24	\$0.00	\$5,202.42	\$5,508.66	\$508.66	\$5,000.00	\$4,693.76	
207115202002	7333	CLAY AVE E	\$28.26	\$0.00	\$5,162.34	\$5,190.60	\$190.60	\$5,000.00	\$4,971.74	
208090001000	7335	CLAYTON AVE S	\$321.73	\$0.00	\$5,264.04	\$5,585.77	\$585.77	\$5,000.00	\$4,678.27	
208090003000	7338	CLAY AVE E	\$34.75	\$0.00	\$5,276.12	\$5,310.87	\$310.87	\$5,000.00	\$4,965.25	
207115013001	7340	DAWN AVE	\$259.39	\$0.00	\$4,364.37	\$4,623.76		\$4,623.76	\$4,364.37	
207115202004	7341	CARMEN AVE E	\$326.37	\$0.00	\$4,683.47	\$5,009.84	\$9.84	\$5,000.00	\$4,673.63	
207115108006	7342	CLAYTON AVE E	\$269.47	\$937.59	\$4,358.79	\$5,565.85	\$565.85	\$5,000.00	\$3,792.94	
207115201002	7343	CLAY CT E	\$0.00	\$0.00	\$5,125.11	\$5,125.11	\$125.11	\$5,000.00	\$5,000.00	
207115020005	7343	DAWN AVE	\$263.28	\$0.00	\$5,031.28	\$5,294.56	\$294.56	\$5,000.00	\$4,736.72	
207115214001	7346	CLAY AVE E	\$45.88	\$0.00	\$5,243.63	\$5,289.51	\$289.51	\$5,000.00	\$4,954.12	
207115233002	7347	CLAY CT E	\$0.00	\$0.00	\$5,823.28	\$5,823.28	\$823.28	\$5,000.00	\$5,000.00	
207115115002	7350	CLEVE AVE E	\$284.74	\$0.00	\$5,116.79	\$5,401.53	\$401.53	\$5,000.00	\$4,715.26	
207115012001	7350	DAWN AVE E	\$259.39	\$0.00	\$4,369.39	\$4,628.78		\$4,628.78	\$4,369.39	
207115232002	7351	CLAY CT E	\$0.00	\$0.00	\$5,291.69	\$5,291.69	\$291.69	\$5,000.00	\$5,000.00	
207115109006	7352	CLAYTON AVE E	\$318.30	\$763.52	\$4,682.62	\$5,764.44	\$764.44	\$5,000.00	\$3,918.18	
207115231002	7355	CLAY CT E	\$0.00	\$0.00	\$5,982.67	\$5,982.67	\$982.67	\$5,000.00	\$5,000.00	

PID NO.	HOUSE NO.	HOUSE STREET	TOTAL	TOTAL	TOTAL	ASSESSMENTS TOTAL COMBINED	\$5,000 CAP CITY CONT	ASSESSMENT LESS CITY CONT	FINAL ASSESSMENT AMOUNT
			2001-02	2006-09D	2007-09D				
208090004000	7355	CLAYTON AVE	\$411.68	\$0.00	\$5,622.27	\$6,033.95	\$1,033.95	\$5,000.00	\$4,588.32
207115230002	7359	CLAY CT E	\$0.00	\$0.00	\$5,609.36	\$5,609.36	\$609.36	\$5,000.00	\$5,000.00
207115102005	7359	CLEVE AVE E	\$274.58	\$0.00	\$5,076.32	\$5,350.90	\$350.90	\$5,000.00	\$4,725.42
207115215001	7360	CLAY AVE E	\$42.48	\$0.00	\$5,243.39	\$5,285.87	\$285.87	\$5,000.00	\$4,957.52
207115115002	7360	CLEVE AVE	\$294.06	\$0.00	\$5,153.90	\$5,447.96	\$447.96	\$5,000.00	\$4,705.94
207115010004	7360	CRAIG AVE E	\$290.79	\$0.00	\$5,140.86	\$5,431.67	\$431.67	\$5,000.00	\$4,709.21
207115229002	7361	CLAY CT E	\$0.00	\$0.00	\$4,999.69	\$4,999.69		\$4,999.69	\$4,999.69
207115101003	7361	CRAIG AVE E	\$315.51	\$0.00	\$5,239.31	\$5,554.82	\$554.82	\$5,000.00	\$4,684.49
207115011001	7362	DAWN AVE	\$259.39	\$0.00	\$4,372.32	\$4,631.71		\$4,631.71	\$4,372.32
207115228002	7363	CLAY CT E	\$0.00	\$0.00	\$5,218.67	\$5,218.67	\$218.67	\$5,000.00	\$5,000.00
207115227002	7365	CLAY CT E	\$0.00	\$0.00	\$5,060.33	\$5,060.33	\$60.33	\$5,000.00	\$5,000.00
207115110006	7366	CLAYTON AVE E	\$389.20	\$1,622.34	\$4,326.51	\$6,338.05	\$1,338.05	\$5,000.00	\$2,988.46
207115001004	7367	DAWN AVE E	\$288.63	\$0.00	\$5,132.22	\$5,420.85	\$420.85	\$5,000.00	\$4,711.37
207115214002	7374	CARMEN AVE E	\$398.11	\$0.00	\$5,795.45	\$6,193.56	\$1,193.56	\$5,000.00	\$4,601.89
207115010001	7374	DAWN AVE E	\$259.39	\$0.00	\$4,360.23	\$4,619.62		\$4,619.62	\$4,360.23
207115228001	7375	CLAYTON AVE E	\$316.59	\$0.00	\$5,243.64	\$5,560.23	\$560.23	\$5,000.00	\$4,683.41
207115226002	7377	CLAY AVE E	\$0.00	\$0.00	\$5,080.83	\$5,080.83	\$80.83	\$5,000.00	\$5,000.00
207115216001	7378	CLAY AVE E	\$0.00	\$0.00	\$5,243.12	\$5,243.12	\$243.12	\$5,000.00	\$5,000.00
207115111006	7380	CLAYTON AVE E	\$398.71	\$1,594.11	\$4,384.96	\$6,377.78	\$1,377.78	\$5,000.00	\$3,007.18
207115125003	7385	CRAIG AVE	\$269.17	\$0.00	\$5,054.77	\$5,323.94	\$323.94	\$5,000.00	\$4,730.83
207115217001	7386	CLAY AVE E	\$0.00	\$0.00	\$5,242.86	\$5,242.86	\$242.86	\$5,000.00	\$5,000.00
207115011004	7386	CRAIG AVE	\$376.77	\$0.00	\$5,483.18	\$5,859.95	\$859.95	\$5,000.00	\$4,623.23
207115009001	7386	DAWN AVE E	\$263.96	\$0.00	\$4,352.33	\$4,616.29		\$4,616.29	\$4,352.33
207115203004	7387	CARMEN AVE	\$316.11	\$0.00	\$4,313.12	\$4,629.23		\$4,629.23	\$4,313.12
207115002001	7391	CONCORD BLVD	\$411.11	\$0.00	\$511.15	\$922.26		\$922.26	\$511.15
207115020004	7391	DAWN AVE	\$269.01	\$0.00	\$5,054.15	\$5,323.16	\$323.16	\$5,000.00	\$4,730.99
207115227001	7393	CLAYTON AVE E	\$259.61	\$0.00	\$5,243.38	\$5,502.99	\$502.99	\$5,000.00	\$4,740.39
207115112006	7394	CLAYTON AVE E	\$290.63	\$871.04	\$4,732.22	\$5,893.89	\$893.89	\$5,000.00	\$3,838.33
207115008001	7394	DAWN AVE E	\$264.96	\$0.00	\$4,624.63	\$4,889.59		\$4,889.59	\$4,624.63
207115103005	7408	CLEADIS WAY E	\$262.53	\$0.00	\$5,028.24	\$5,290.77	\$290.77	\$5,000.00	\$4,737.47
207115204004	7411	CARMEN AVE	\$91.14	\$0.00	\$4,313.91	\$4,405.05		\$4,405.05	\$4,313.91
207115226001	7413	CLAYTON AVE E	\$0.00	\$0.00	\$5,243.12	\$5,243.12	\$243.12	\$5,000.00	\$5,000.00
207115101005	7413	CLOMAN WAY E	\$280.09	\$0.00	\$5,098.22	\$5,378.31	\$378.31	\$5,000.00	\$4,719.91
207115113006	7416	CLAYTON AVE	\$213.86	\$1,218.42	\$4,369.01	\$5,801.29	\$801.29	\$5,000.00	\$3,567.72
207115205004	7417	CARMEN AVE E	\$0.00	\$0.00	\$4,400.24	\$4,400.24		\$4,400.24	\$4,400.24
207115124006	7417	CLEADIS WAY E	\$287.11	\$1,537.62	\$3,992.85	\$5,807.58	\$807.58	\$5,000.00	\$3,175.27
207115104005	7420	CLEADIS WAY E	\$297.03	\$0.00	\$5,165.73	\$5,462.76	\$462.76	\$5,000.00	\$4,702.97
207115123006	7425	CLEADIS WAY E	\$305.54	\$1,636.27	\$3,992.85	\$5,924.66	\$924.66	\$5,000.00	\$3,058.19
207115001003	7425	DAWN AVE E	\$183.79	\$0.00	\$4,865.90	\$5,049.69	\$49.69	\$5,000.00	\$4,816.21
207115212005	7426	CARMEN AVE E	\$0.00	\$0.00	\$4,943.50	\$4,943.50		\$4,943.50	\$4,943.50
207115225001	7429	CLAYTON AVE E	\$0.00	\$0.00	\$5,242.85	\$5,242.85	\$242.85	\$5,000.00	\$5,000.00
207115105005	7430	CLEADIS WAY E	\$303.54	\$0.00	\$5,191.68	\$5,495.22	\$495.22	\$5,000.00	\$4,696.46
207115010003	7430	CRAIG	\$193.86	\$0.00	\$4,874.96	\$5,008.82	\$8.82	\$5,000.00	\$4,866.14
207115009002	7430	DAWN AVE E	\$221.75	\$0.00	\$4,657.42	\$4,879.17		\$4,879.17	\$4,657.42
20-7115114005	7431	CLOMAN WAY E	\$338.67	\$0.00	\$5,331.47	\$5,670.14	\$670.14	\$5,000.00	\$4,661.33
207115114006	7432	CLAYTON AVE E	\$147.45	\$984.39	\$4,357.91	\$5,489.75	\$489.75	\$5,000.00	\$3,868.16
207115114004	7432	CLOMAN WAY E	\$318.59	\$0.00	\$5,251.53	\$5,570.12	\$570.12	\$5,000.00	\$4,681.41
207115206004	7435	CARMEN AVE E	\$0.00	\$0.00	\$4,463.12	\$4,463.12		\$4,463.12	\$4,463.12
207115122006	7437	CLEADIS WAY E	\$276.98	\$1,483.38	\$3,982.85	\$5,743.21	\$743.21	\$5,000.00	\$3,239.64
207115213005	7438	CARMEN AVE E	\$0.00	\$0.00	\$5,026.84	\$5,026.84	\$26.84	\$5,000.00	\$5,000.00

PID NO.	HOUSE NO.	HOUSE STREET	TOTAL	TOTAL	TOTAL	ASSESSMENTS TOTAL COMBINED	\$5,000 CAP CITY CAP	ASSESSMENT LESS CITY CONT	FINAL ASSESSMENT AMOUNT
			2001-02	2006-09D	2007-09D				
207115106005	7440	CLEADIS WAY E	\$935.26	\$0.00	\$5,318.00	\$5,653.26	\$653.26	\$5,000.00	\$4,664.74
207115207004	7443	CARMEN AVE E	\$0.00	\$0.00	\$4,475.21	\$4,475.21		\$4,475.21	\$4,475.21
207115218001	7446	CLAY AVE E	\$0.00	\$0.00	\$5,242.60	\$5,242.60	\$242.60	\$5,000.00	\$5,000.00
207115224001	7447	CLAYTON AVE E	\$0.00	\$0.00	\$5,242.59	\$5,242.59	\$242.59	\$5,000.00	\$5,000.00
207115121006	7447	CLEADIS WAY E	\$294.25	\$1,675.75	\$3,982.85	\$5,852.85	\$852.85	\$5,000.00	\$3,130.00
207115113005	7447	CLOMAN WAY E	\$311.11	\$0.00	\$5,221.78	\$5,532.89	\$52.89	\$5,000.00	\$4,686.89
207115214005	7450	CARMEN AVE E	\$0.00	\$0.00	\$5,365.89	\$5,365.89	\$365.89	\$5,000.00	\$5,000.00
207115115006	7450	CLAYTON AVE S	\$105.35	\$813.34	\$4,374.65	\$5,293.34	\$293.34	\$5,000.00	\$4,081.31
207115201005	7451	CLAY AVE E	\$0.00	\$0.00	\$5,135.27	\$5,135.27	\$135.27	\$5,000.00	\$5,000.00
207115131004	7451	CRAIG AVE E	\$44.42	\$0.00	\$5,118.85	\$5,163.27	\$163.27	\$5,000.00	\$4,955.58
207115001002	7453	CONCORD BLVD	\$272.93	\$0.00	\$4,105.92	\$4,378.85		\$4,378.85	\$4,105.92
207115107005	7456	CLEADIS WAY E	\$301.81	\$0.00	\$5,184.70	\$5,486.51	\$486.51	\$5,000.00	\$4,698.19
207115208004	7459	CARMEN AVE E	\$0.00	\$0.00	\$4,454.74	\$4,454.74		\$4,454.74	\$4,454.74
207115120006	7461	CLEADIS WAY E	\$316.05	\$1,692.58	\$3,982.85	\$5,991.48	\$991.48	\$5,000.00	\$2,991.37
207115112005	7461	CLOMAN WAY E	\$231.97	\$0.00	\$5,243.20	\$5,475.17	\$475.17	\$5,000.00	\$4,768.03
207115215005	7462	CARMEN AVE	\$0.00	\$0.00	\$5,440.08	\$5,440.08	\$440.08	\$5,000.00	\$5,000.00
207115115004	7462	CLOMAN WAY	\$925.40	\$0.00	\$5,380.31	\$5,705.71	\$705.71	\$5,000.00	\$4,674.60
207115223001	7463	CLAYTON AVE E	\$0.00	\$0.00	\$5,242.32	\$5,242.32	\$242.32	\$5,000.00	\$5,000.00
207115219001	7464	CLAY AVE E	\$0.00	\$0.00	\$5,242.34	\$5,242.34	\$242.34	\$5,000.00	\$5,000.00
207115116006	7464	CLAYTON AVE E	\$70.77	\$592.65	\$4,717.84	\$5,381.26	\$381.26	\$5,000.00	\$4,336.58
207115019003	7465	DAWN AVE E	\$65.71	\$0.00	\$4,704.70	\$4,770.41		\$4,770.41	\$4,704.70
207115011003	7466	CRAIG AVE E	\$0.00	\$0.00	\$4,900.75	\$4,900.75		\$4,900.75	\$4,900.75
207115209004	7467	CARMEN AVE E	\$0.00	\$0.00	\$4,431.01	\$4,431.01		\$4,431.01	\$4,431.01
207115108005	7470	CLEADIS WAY E	\$258.82	\$0.00	\$5,190.54	\$5,449.36	\$449.36	\$5,000.00	\$4,741.18
207115119006	7474	CLEADIS WAY E	\$190.14	\$1,075.06	\$4,395.63	\$5,600.83	\$600.83	\$5,000.00	\$3,734.80
207115216005	7476	CARMEN AVE	\$0.00	\$0.00	\$5,935.84	\$5,935.84	\$935.84	\$5,000.00	\$5,000.00
207115010002	7476	DAWN AVE E	\$221.73	\$0.00	\$4,423.87	\$4,645.60		\$4,645.60	\$4,423.87
207115130004	7479	CRAIG AVE E	\$0.00	\$0.00	\$505.77	\$505.77		\$505.77	\$505.77
207115116004	7480	CLOMAN WAY E	\$24.64	\$0.00	\$5,072.21	\$5,096.85	\$96.85	\$5,000.00	\$4,975.36
207115111005	7481	CLOMAN WAY E	\$0.00	\$0.00	\$693.54	\$693.54		\$693.54	\$693.54
207115220001	7484	CLAY AVE E	\$0.00	\$0.00	\$4,969.79	\$4,969.79		\$4,969.79	\$4,969.79
207115117006	7484	CLAYTON AVE E	\$0.00	\$0.00	\$4,782.52	\$4,782.52		\$4,782.52	\$4,782.52
207115224005	7487	CLAY AVE E	\$0.00	\$0.00	\$4,912.69	\$4,912.69		\$4,912.69	\$4,912.69
207115109005	7488	CLEADIS WAY E	\$0.00	\$0.00	\$4,567.15	\$4,567.15		\$4,567.15	\$4,567.15
									\$1,537,970.01

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA		STORM CALC		STORM	STREET	FINAL ASSESSMENT AMOUNT
			2007-09	2007-09	2007-09D	2007-09D			
207115220004	3176	73RD ST E	7328.82884		0.1076000	\$788.58	\$3,982.85	\$4,646.20	
207115214003	3187	73RD ST E	11250.90920		0.1076000	\$1,210.60	\$3,982.85	\$4,696.00	
207115213003	3195	73RD ST E	10802.90291		0.1076000	\$1,162.39	\$3,982.85	\$4,708.10	
207115212003	3235	73RD ST E	9897.38091		0.1076000	\$1,064.96	\$3,982.85	\$4,732.58	
207115211003	3245	73RD ST E	9696.88042		0.1076000	\$1,043.38	\$3,982.85	\$4,624.98	
207115210004	3247	75TH ST E	1045.77269		0.1076000	\$112.53	\$3,982.85	\$4,095.38	
207115210003	3251	73RD ST E	7110.36949		0.1076000	\$765.08	\$3,982.85	\$4,052.96	
207115212002	3252	73RD ST E	13300.21219		0.1076000	\$1,431.10	\$3,982.85	\$4,640.63	
207115211005	3260	74TH ST E	13592.59558		0.1076000	\$1,462.56	\$3,982.85	\$5,000.00	
207115215002	3267	74TH ST E	11976.21137		0.1076000	\$1,288.64	\$3,982.85	\$4,804.70	
207115209003	3271	73RD ST E	6044.62017		0.1076000	\$650.40	\$3,982.85	\$3,997.07	
207115211002	3272	73RD ST E	11272.29482		0.1076000	\$1,212.90	\$3,982.85	\$4,695.43	
207115210005	3280	74TH ST E	10758.81565		0.1076000	\$1,157.65	\$3,982.85	\$5,000.00	
207115217005	3281	75TH ST E	2245.43495		0.1076000	\$241.61	\$3,982.85	\$4,224.46	
207115208003	3287	73RD ST E	6609.77823		0.1076000	\$711.21	\$3,982.85	\$4,052.71	
207115216002	3287	74TH ST E	10938.16793		0.1076000	\$1,176.95	\$3,982.85	\$4,834.61	
207115210002	3288	73RD ST E	9704.19202		0.1076000	\$1,044.17	\$3,982.85	\$4,737.80	
207115208005	3288	74TH ST E	10132.24442		0.1076000	\$1,090.23	\$3,982.85	\$5,000.00	
207115208005	3294	74TH ST E	10688.83210		0.1076000	\$1,150.12	\$3,982.85	\$5,000.00	
207115207005	3302	74TH ST E	14153.92571		0.1076000	\$1,522.96	\$3,982.85	\$5,000.00	
207115217002	3303	74TH ST E	14668.40671		0.1076000	\$1,578.32	\$3,982.85	\$4,859.74	
207115218005	3303	75TH ST E	4712.26889		0.1076000	\$507.04		\$507.04	
207115207003	3305	73RD ST E	8550.90090		0.1076000	\$920.08	\$3,982.85	\$4,002.86	
207115209002	3306	73RD ST E	19820.62284		0.1076000	\$1,465.58	\$3,982.85	\$4,631.96	
207115206005	3316	74TH ST E	20005.38638		0.1076000	\$2,152.58	\$3,982.85	\$5,000.00	
207115218002	3317	74TH ST E	17212.14331		0.1076000	\$1,852.03	\$3,982.85	\$5,000.00	
207115219005	3319	75TH ST E	5506.24593		0.1076000	\$592.47		\$592.47	
207115219002	3321	74TH ST E	12064.67580		0.1076000	\$1,298.16	\$3,982.85	\$5,000.00	
207115208002	3324	73RD ST E	15324.40638		0.1076000	\$1,648.91	\$3,982.85	\$4,609.72	
207115206003	3325	73RD ST E	10388.13919		0.1076000	\$1,117.76	\$3,982.85	\$4,103.18	
207115205005	3326	74TH ST E	16689.37438		0.1076000	\$1,795.78	\$3,982.85	\$5,000.00	
207115220002	3331	74TH ST E	11819.28267		0.1076000	\$1,271.75	\$3,982.85	\$5,000.00	
207115220005	3337	75TH ST E	6848.23456		0.1076000	\$736.87		\$736.87	
207115205003	3341	73RD ST E	11664.59214		0.1076000	\$1,255.11	\$3,982.85	\$4,902.14	
207115221002	3341	74TH ST E	10002.35537		0.1076000	\$1,076.25	\$3,982.85	\$5,000.00	
207115207002	3342	73RD ST E	15314.86495		0.1076000	\$1,647.88	\$3,982.85	\$4,727.53	
207115222002	3353	74TH ST E	9250.19113		0.1076000	\$995.32	\$3,982.85	\$4,978.17	
207115204005	3354	74TH ST E	12121.64776		0.1076000	\$1,304.29	\$3,982.85	\$5,000.00	
207115221005	3355	75TH ST E	8498.86611		0.1076000	\$914.48		\$914.48	
207115204003	3357	73RD ST E	12003.49604		0.1076000	\$1,291.58	\$3,982.85	\$4,575.99	
207115206002	3358	73RD ST E	11272.12231		0.1076000	\$1,212.88	\$3,982.85	\$4,760.49	
207115223002	3369	74TH ST E	11124.38217		0.1076000	\$1,196.98	\$3,982.85	\$5,000.00	

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA	STORM CALC		STREET	STORM	FINAL ASSESSMENT	
				2007-09D	2007-09D			2007-09D	AMOUNT
207115203005	3372	74TH ST E	10851.10386	0.1076000	\$1,167.58	\$3,982.85		\$5,000.00	
207115222005	3373	75TH ST E	7323.09103	0.1076000	\$787.96			\$787.96	
207115205002	3376	73RD ST E	11108.97523	0.1076000	\$1,195.33	\$3,982.85		\$4,729.29	
207115224002	3387	74TH ST E	11464.68595	0.1076000	\$1,233.60	\$3,982.85		\$5,000.00	
207115202005	3392	74TH ST E	10877.21023	0.1076000	\$1,170.39	\$3,982.85		\$5,000.00	
207115223005	3393	75TH ST E	7062.45640	0.1076000	\$759.92			\$759.92	
207115225002	3407	74TH ST E	10008.08411	0.1076000	\$1,076.87	\$3,982.85		\$5,000.00	
207115101004	3420	74TH ST E	9861.61324	0.1076000	\$1,061.11	\$3,982.85		\$4,733.53	
207115221001	3465	75TH ST E	7888.45406	0.1076000	\$848.80			\$848.80	
207115222001	3485	75TH ST E	9387.83268	0.1076000	\$1,010.13			\$1,010.13	
207115118006	3531	75TH ST E	8139.24484	0.1076000	\$875.78			\$875.78	
207115110005	3573	75TH ST E	5286.89188	0.1076000	\$568.87			\$568.87	
207115122001	3611	73RD ST E	1178.03527	0.1076000	\$126.76	\$3,982.85		\$3,563.81	
207115114002	3628	73RD ST E	9449.97122	0.1076000	\$1,016.82	\$3,982.85		\$4,744.66	
207115123001	3631	73RD CT E	4478.99890	0.1076000	\$481.94	\$3,982.85		\$4,055.02	
207115124001	3635	73RD CT E	1165.47431	0.1076000	\$125.41	\$3,982.85		\$3,637.90	
207115125001	3639	73RD CT E	2258.98696	0.1076000	\$243.07	\$3,982.85		\$1,925.66	
207115113002	3640	73RD ST E	9804.99892	0.1076000	\$1,055.02	\$3,982.85		\$4,735.07	
207115126001	3641	73RD CT E	1328.77859	0.1076000	\$142.98	\$3,982.85		\$3,572.72	
207115113004	3642	74TH ST E	12869.59707	0.1076000	\$1,384.78	\$3,982.85		\$4,652.25	
207115117002	3645	UPPER 73RD ST	10822.91800	0.1076000	\$1,143.03	\$3,982.85		\$4,712.97	
207115128101	3647	73RD CT E	1532.01743	0.1076000	\$164.85	\$3,982.85		\$3,009.11	
207115113003	3647	74TH ST E	12105.54969	0.1076000	\$1,302.56	\$3,982.85		\$4,672.90	
207115112003	3648	UPPER 73RD ST	7377.85137	0.1076000	\$793.86	\$3,982.85		\$4,776.71	
207115128201	3649	73RD CT E	5836.62054	0.1076000	\$628.02	\$3,982.85		\$4,070.08	
207115112002	3650	73RD ST E	9391.96591	0.1076000	\$1,010.58	\$3,982.85		\$4,746.23	
207115118002	3655	UPPER 73RD ST	10716.01444	0.1076000	\$1,153.04	\$3,982.85		\$4,710.45	
207115112004	3656	74TH ST E	14651.21746	0.1076000	\$1,576.47	\$3,982.85		\$4,604.13	
207115129001	3661	73RD ST E	2119.41808	0.1076000	\$228.05	\$3,982.85		\$2,271.87	
207115111002	3662	73RD ST E	9212.16837	0.1076000	\$991.23	\$3,982.85		\$4,751.09	
207115119004	3667	75TH ST E	8135.65638	0.1076000	\$875.40			\$875.40	
207115111004	3672	74TH ST E	11192.34492	0.1076000	\$1,204.30	\$3,982.85		\$4,697.59	
207115119002	3673	UPPER 73RD ST	10586.26558	0.1076000	\$1,139.08	\$3,982.85		\$4,713.97	
207115114003	3675	74TH ST E	10396.98371	0.1076000	\$1,118.72	\$3,982.85		\$4,719.07	
207115130001	3677	73RD ST E	1904.57243	0.1076000	\$204.93	\$3,982.85		\$3,040.76	
207115110002	3678	73RD ST E	10270.51450	0.1076000	\$1,105.11	\$3,982.85		\$4,722.48	
207115120002	3681	UPPER 73RD ST	12361.45422	0.1076000	\$1,330.09	\$3,982.85		\$4,666.01	
207115111003	3682	UPPER 73RD ST	7865.65736	0.1076000	\$846.34	\$3,982.85		\$4,787.46	
207115120004	3683	75TH ST E	8028.54962	0.1076000	\$863.87			\$863.87	
207115110004	3688	74TH ST E	11568.70747	0.1076000	\$1,244.79	\$3,982.85		\$4,687.41	
207115131001	3691	73RD ST E	2377.93486	0.1076000	\$255.87	\$3,982.85		\$3,137.77	
207115109002	3692	73RD ST E	9153.25948	0.1076000	\$984.89	\$3,982.85		\$4,752.69	

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA		STORM CALC		STORM	STREET	FINAL ASSESSMENT AMOUNT
			2007-09	2007-09	2007-09D	2007-09D			
207115121002	3693	UPPER 73RD ST	10790.84132	0.1076000	\$1,161.09	\$3,982.85	\$4,708.43		
207115110003	3694	UPPER 73RD ST	8980.10682	0.1076000	\$966.26	\$3,982.85	\$4,757.36		
207115115003	3695	74TH ST E	10235.91334	0.1076000	\$1,101.38	\$3,982.85	\$4,723.42		
207115121004	3697	75TH ST E	7920.26517	0.1076000	\$852.22		\$852.22		
207115109004	3704	74TH ST E	10756.68645	0.1076000	\$1,157.42	\$3,982.85	\$4,709.97		
207115108002	3706	73RD ST E	10116.88966	0.1076000	\$1,088.58	\$3,982.85	\$4,726.64		
207115132001	3707	73RD ST E	2739.77314	0.1076000	\$294.80	\$3,982.85	\$3,582.37		
207115116003	3709	74TH ST E	9148.00241	0.1076000	\$984.33	\$3,982.85	\$4,752.82		
207115122002	3709	UPPER 73RD ST	9765.19011	0.1076000	\$1,050.73	\$3,982.85	\$4,736.15		
207115109003	3710	UPPER 73RD ST	9615.14720	0.1076000	\$1,034.59	\$3,982.85	\$4,740.20		
207115122004	3711	75TH ST E	7813.20613	0.1076000	\$840.70		\$840.70		
207115107002	3712	73RD ST E	10599.54490	0.1076000	\$1,140.51	\$3,982.85	\$4,713.59		
207115133001	3713	73RD ST E	3392.61616	0.1076000	\$365.05	\$3,982.85	\$3,678.74		
207115108004	3718	74TH ST E	10628.74134	0.1076000	\$1,143.65	\$3,982.85	\$4,720.32		
207115117003	3721	74TH ST E	9295.12302	0.1076000	\$1,000.16	\$3,982.85	\$4,748.85		
207115123002	3723	UPPER 73RD ST	9937.16494	0.1076000	\$1,069.24	\$3,982.85	\$4,731.50		
207115108003	3724	UPPER 73RD ST	9997.88818	0.1076000	\$1,075.77	\$3,982.85	\$4,729.85		
207115123004	3725	75TH ST E	7704.92693	0.1076000	\$829.05		\$829.05		
207115107004	3734	74TH ST E	10499.48369	0.1076000	\$1,129.74	\$3,982.85	\$4,732.31		
207115124002	3737	UPPER 73RD ST	10599.75294	0.1076000	\$1,140.53	\$3,982.85	\$4,713.59		
207115106002	3738	73RD ST E	10599.56555	0.1076000	\$1,140.51	\$3,982.85	\$4,713.59		
207115107003	3738	UPPER 73RD ST	10104.89696	0.1076000	\$1,087.29	\$3,982.85	\$4,726.96		
207115134001	3739	73RD ST E	3704.07010	0.1076000	\$398.56	\$3,982.85	\$3,725.72		
207115118003	3739	74TH ST E	9290.55314	0.1076000	\$999.66	\$3,982.85	\$4,748.96		
207115124004	3741	75TH ST E	7597.83622	0.1076000	\$817.53		\$817.53		
207115106004	3748	74TH ST E	10371.52754	0.1076000	\$1,115.98	\$3,982.85	\$4,744.28		
207115105002	3750	73RD CT E	10599.56737	0.1076000	\$1,140.51	\$3,982.85	\$4,713.59		
207115135001	3751	73RD ST E	3099.91789	0.1076000	\$333.55	\$3,982.85	\$3,640.45		
207115125002	3751	UPPER 73RD ST	10599.58137	0.1076000	\$1,140.51	\$3,982.85	\$4,713.59		
207115106003	3752	UPPER 73RD ST	10211.75772	0.1076000	\$1,098.79	\$3,982.85	\$4,724.07		
207115119003	3753	74TH ST E	9437.10944	0.1076000	\$1,015.43	\$3,982.85	\$4,745.01		
207115125004	3755	75TH ST E	7489.58801	0.1076000	\$805.88		\$805.88		
207115104002	3764	73RD ST E	10599.56737	0.1076000	\$1,140.51	\$3,982.85	\$4,713.59		
207115105004	3764	74TH ST E	10242.35782	0.1076000	\$1,102.08	\$3,982.85	\$4,756.28		
207115120003	3765	74TH ST E	9533.48724	0.1076000	\$1,025.80	\$3,982.85	\$4,742.42		
207115126002	3765	UPPER 73RD ST	10599.71385	0.1076000	\$1,140.53	\$3,982.85	\$4,713.59		
207115105003	3766	UPPER 73RD ST	10318.71597	0.1076000	\$1,110.29	\$3,982.85	\$4,721.18		
207115126004	3769	75TH ST E	7382.52129	0.1076000	\$794.36		\$794.36		
207115121003	3779	74TH ST E	9630.56214	0.1076000	\$1,036.25	\$3,982.85	\$4,739.77		
207115127002	3779	UPPER 73RD ST	10599.57955	0.1076000	\$1,140.51	\$3,982.85	\$4,713.59		
207115104004	3780	74TH ST E	10114.35244	0.1076000	\$1,088.30	\$3,982.85	\$4,768.25		
207115104003	3780	UPPER 73RD ST	10425.71653	0.1076000	\$1,121.81	\$3,982.85	\$4,718.29		

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA 2007-09	STORM CALC		STORM 2007-09D	STREET 2007-09D	FINAL ASSESSMENT AMOUNT
				2007-09D	2007-09D			
207115103002	3782	73RD ST E	10599.60646	0.1076000	\$1,140.52	\$3,982.85	\$4,713.59	
207115127004	3783	75TH ST E	7097.08887	0.1076000	\$763.65		\$763.65	
207115122003	3789	74TH ST E	9726.15591	0.1076000	\$1,046.53	\$3,982.85	\$4,737.20	
207115103004	3792	74TH ST E	9985.26709	0.1076000	\$1,074.41	\$3,982.85	\$4,780.25	
207115128002	3793	UPPER 73RD ST	10599.72961	0.1076000	\$1,140.53	\$3,982.85	\$4,713.59	
207115103003	3794	UPPER 73RD ST	10532.63295	0.1076000	\$1,133.31	\$3,982.85	\$4,715.40	
207115128004	3797	75TH ST E	5671.72279	0.1076000	\$610.28		\$610.28	
207115102002	3798	73RD ST E	10599.59100	0.1076000	\$1,140.52	\$3,982.85	\$4,713.59	
207115123003	3809	74TH ST E	9822.64387	0.1076000	\$1,056.92	\$3,982.85	\$4,734.58	
207115102004	3810	74TH ST E	10152.74372	0.1076000	\$1,092.44	\$3,982.85	\$4,787.57	
207115102003	3810	UPPER 73RD ST	10639.43278	0.1076000	\$1,144.80	\$3,982.85	\$4,712.53	
207115129004	3811	75TH ST E	4159.01421	0.1076000	\$447.51		\$447.51	
207115124003	3817	74TH ST E	9334.63505	0.1076000	\$1,004.41	\$3,982.85	\$4,747.77	
207115129002	3817	UPPER 73RD ST	11505.76269	0.1076000	\$1,238.02	\$3,982.85	\$4,689.11	
207115014006	3819	73RD ST E	13303.54729	0.1076000	\$1,431.46	\$3,982.85	\$4,640.53	
207115011006	3836	72ND ST E	10500.08173	0.1076000	\$1,129.81		\$116.17	
207115015006	3837	73RD ST E	10499.15256	0.1076000	\$1,129.71	\$3,982.85	\$4,716.32	
207115010006	3850	72ND ST E	10493.29509	0.1076000	\$1,129.08		\$116.36	
207115016006	3851	73RD ST E	10492.83657	0.1076000	\$1,129.03	\$3,982.85	\$4,716.48	
207115009006	3864	72ND ST E	10486.45865	0.1076000	\$1,128.34		\$116.55	
207115009005	3864	73RD ST E	9937.43718	0.1076000	\$1,069.27	\$3,982.85	\$4,731.50	
207115017006	3865	73RD ST E	10485.74314	0.1076000	\$1,128.27	\$3,982.85	\$4,716.67	
207115009004	3866	UPPER 73RD ST	10423.29580	0.1076000	\$1,121.55	\$3,982.85	\$4,718.37	
207115012005	3867	UPPER 73RD ST	9937.43718	0.1076000	\$1,069.27	\$3,982.85	\$4,731.50	
207115009003	3872	74TH ST E	8399.91470	0.1076000	\$903.83	\$3,982.85	\$4,886.68	
207115501105	3873	72ND ST E	504.00722	0.1076000	\$54.23		\$54.23	
207115012004	3873	74TH ST E	10149.97692	0.1076000	\$1,092.14	\$3,982.85	\$4,725.75	
207115012003	3875	75TH ST E	7020.00649	0.1076000	\$755.35		\$755.35	
207115008006	3878	72ND ST E	10479.71496	0.1076000	\$1,127.62		\$116.71	
207115008005	3878	73RD ST E	9937.39896	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50	
207115018006	3879	73RD ST E	10478.51142	0.1076000	\$1,127.49	\$3,982.85	\$4,716.86	
207115008004	3880	UPPER 73RD ST	10874.80102	0.1076000	\$1,170.13	\$3,982.85	\$4,706.16	
207115013005	3881	UPPER 73RD ST	9937.47396	0.1076000	\$1,069.27	\$3,982.85	\$4,731.50	
207115008003	3886	74TH ST E	8399.91985	0.1076000	\$903.83	\$3,982.85	\$4,886.68	
207115013004	3887	74TH ST E	10150.00792	0.1076000	\$1,092.14	\$3,982.85	\$4,725.75	
207115007006	3892	72ND ST E	10472.75038	0.1076000	\$1,126.87		\$116.90	
207115007005	3892	73RD ST E	9937.39896	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50	
207115019006	3893	73RD ST E	10471.45615	0.1076000	\$1,126.73	\$3,982.85	\$4,717.07	
207115007004	3894	UPPER 73RD ST	10874.94111	0.1076000	\$1,170.14	\$3,982.85	\$4,706.16	
207115014005	3895	UPPER 73RD ST	9937.47396	0.1076000	\$1,069.27	\$3,982.85	\$4,731.50	
207115013003	3897	75TH ST E	6847.27958	0.1076000	\$736.77		\$736.77	
207115007003	3900	74TH ST E	8399.92477	0.1076000	\$903.83	\$3,982.85	\$4,886.68	

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA		STORM CALC		STORM 2007-09D	STREET 2007-09D	FINAL ASSESSMENT AMOUNT
			2007-09	2007-09	2007-09D	2007-09D			
207115014004	3901	74TH STE	10149.85778	0.1076000	\$1,092.12	\$3,982.85	\$4,725.75		
207115006006	3908	72ND STE	10466.03185	0.1076000	\$1,126.15	\$3,982.85	\$117.09		
207115006005	3908	73RD STE	9937.39896	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50		
207115006004	3908	UPPER 73RD ST	10874.79096	0.1076000	\$1,170.13	\$3,982.85	\$4,706.16		
207115020006	3909	73RD STE	10464.15348	0.1076000	\$1,125.94	\$3,982.85	\$4,717.26		
207115015005	3909	UPPER 73RD ST	9937.47396	0.1076000	\$1,069.27	\$3,982.85	\$4,731.50		
207115014003	3911	75TH STE	6769.52164	0.1076000	\$728.40	\$3,982.85	\$728.40		
207115006003	3914	74TH STE	8399.92965	0.1076000	\$903.83	\$3,982.85	\$4,886.68		
207115015004	3915	74TH STE	10149.98460	0.1076000	\$1,092.14	\$3,982.85	\$4,725.75		
207115005006	3922	72ND STE	10459.20660	0.1076000	\$1,125.41	\$3,982.85	\$117.28		
207115005005	3922	73RD STE	9937.26646	0.1076000	\$1,069.25	\$3,982.85	\$4,731.50		
207115005004	3922	UPPER 73RD ST	10874.96858	0.1076000	\$1,170.15	\$3,982.85	\$4,706.16		
207115021006	3923	73RD STE	10456.99149	0.1076000	\$1,125.17	\$3,982.85	\$4,717.45		
207115101002	3923	UPPER 73RD ST	11506.77253	0.1076000	\$1,238.13	\$3,982.85	\$4,689.08		
207115016005	3923	UPPER 73RD ST	9937.37118	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50		
207115015003	3927	75TH STE	6726.19228	0.1076000	\$723.74	\$3,982.85	\$723.74		
207115005003	3930	74TH STE	8399.99489	0.1076000	\$903.84	\$3,982.85	\$4,886.69		
207115016004	3931	74TH STE	10149.81272	0.1076000	\$1,092.12	\$3,982.85	\$4,725.75		
207115016003	3937	75TH STE	6682.28580	0.1076000	\$719.01	\$3,982.85	\$719.01		
207115004006	3940	72ND STE	10452.34495	0.1076000	\$1,124.67	\$3,982.85	\$117.47		
207115004005	3940	73RD STE	9937.33295	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50		
207115004004	3940	UPPER 73RD ST	10874.81839	0.1076000	\$1,170.13	\$3,982.85	\$4,706.16		
207115022006	3941	73RD STE	10449.96883	0.1076000	\$1,124.42	\$3,982.85	\$4,717.64		
207115017005	3941	UPPER 73RD ST	9937.39944	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50		
207115004003	3942	74TH STE	8399.90464	0.1076000	\$903.83	\$3,982.85	\$4,884.35		
207115017004	3943	74TH STE	10149.95286	0.1076000	\$1,092.13	\$3,982.85	\$4,725.75		
207115017003	3951	75TH STE	6577.75332	0.1076000	\$707.77	\$3,982.85	\$707.77		
207115003005	3952	73RD STE	9937.39896	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50		
207115003004	3952	UPPER 73RD ST	10874.88629	0.1076000	\$1,170.14	\$3,982.85	\$4,706.16		
207115023006	3953	73RD STE	10442.69758	0.1076000	\$1,123.63	\$3,982.85	\$4,717.83		
207115018005	3953	UPPER 73RD ST	9937.33343	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50		
207115003006	3954	72ND STE	10445.62624	0.1076000	\$1,123.95	\$3,982.85	\$117.63		
207115003003	3956	74TH STE	8399.90970	0.1076000	\$903.83	\$3,982.85	\$4,880.71		
207115018004	3957	74TH STE	10149.80266	0.1076000	\$1,092.12	\$3,982.85	\$4,725.75		
207115002006	3968	72ND STE	10438.73153	0.1076000	\$1,123.21	\$3,982.85	\$117.82		
207115002005	3968	73RD STE	9937.39896	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50		
207115002004	3968	UPPER 73RD ST	10874.80881	0.1076000	\$1,170.13	\$3,982.85	\$4,706.16		
207115024006	3969	73RD STE	10435.60533	0.1076000	\$1,122.87	\$3,982.85	\$4,718.02		
207115019005	3969	UPPER 73RD ST	9937.33295	0.1076000	\$1,069.26	\$3,982.85	\$4,731.50		
207115018003	3971	75TH STE	6432.19261	0.1076000	\$692.10	\$3,982.85	\$692.10		
207115002003	3972	74TH STE	8399.91470	0.1076000	\$903.83	\$3,982.85	\$4,877.06		
207115019004	3973	74TH STE	10149.94283	0.1076000	\$1,092.13	\$3,982.85	\$4,725.75		

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA 2007-09	STORM CALC		STORM 2007-09D	STREET 2007-09D	FINAL ASSESSMENT AMOUNT
				2007-09D	2007-09D			
207115008002	4018	74TH ST E	3196.34020	0.1076000	\$343.93	\$3,982.85	\$4,326.78	
207115007001	4023	74TH ST E	4536.09572	0.1076000	\$488.08	\$3,982.85	\$4,470.93	
207115007002	4030	74TH ST E	2975.20649	0.1076000	\$320.13	\$3,982.85	\$4,302.98	
207115006001	4035	74TH ST E	5257.87431	0.1076000	\$565.75	\$3,982.85	\$4,548.60	
207115006002	4038	74TH ST E	2754.12927	0.1076000	\$296.34	\$3,982.85	\$4,279.19	
207115005001	4043	74TH ST E	4487.61097	0.1076000	\$482.87	\$3,982.85	\$4,465.72	
207115005002	4048	74TH ST E	2533.20006	0.1076000	\$272.57	\$3,982.85	\$4,255.42	
207115004101	4053	74TH ST E	3280.92297	0.1076000	\$353.03	\$3,982.85	\$4,335.88	
207115004002	4058	74TH ST E	2313.96798	0.1076000	\$248.98	\$3,982.85	\$4,231.83	
207115004001	4065	74TH ST E	3265.18496	0.1076000	\$351.33	\$3,982.85	\$4,334.18	
207115003002	4068	74TH ST E	2095.00606	0.1076000	\$225.42	\$3,982.85	\$4,208.27	
207115002002	4078	74TH ST E	1794.44766	0.1076000	\$193.08	\$3,982.85	\$4,175.93	
207115003001	4079	74TH ST E	3167.40046	0.1076000	\$340.81	\$3,982.85	\$4,323.66	
207116105006	7146	DAWN AVE E	3388.96037	0.1076000	\$364.65	\$3,982.85	\$4,347.50	
207116106006	7170	DAWN AVE	3019.25913	0.1076000	\$324.87	\$3,982.85	\$4,307.72	
207116107006	7180	DAWN AVE E	3035.49808	0.1076000	\$326.62	\$3,982.85	\$4,309.47	
207115615003	7189	DAWN AVE E	2731.61357	0.1076000	\$293.92	\$3,982.85	\$3,806.82	
207116108006	7190	DAWN AVE	3051.67128	0.1076000	\$328.36	\$3,982.85	\$4,311.21	
207115019001	7210	DAWN AVE E	3425.76163	0.1076000	\$368.61	\$3,982.85	\$4,351.46	
207115001006	7213	DAWN AVE E	10238.63995	0.1076000	\$1,101.68	\$3,982.85	\$4,723.34	
207115101001	7223	COOPER AVE E	7006.15260	0.1076000	\$753.86	\$3,982.85	\$3,854.34	
207115101006	7229	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,382.13	
207115115001	7230	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,142.65	
207115012006	7230	COOPER AVE	16878.68694	0.1076000	\$1,816.15	\$3,982.85	\$4,543.95	
207115204001	7239	CLAYTON	3873.16267	0.1076000	\$416.75	\$3,982.85	\$2,631.94	
207115103006	7240	CLAYTON AVE E	2090.03134	0.1076000	\$224.89	\$3,982.85	\$3,694.65	
207115137001	7243	COOPER AVE E	4750.14920	0.1076000	\$511.12	\$3,982.85	\$3,897.89	
207115018001	7250	DAWN AVE	3451.83347	0.1076000	\$371.42	\$3,982.85	\$4,354.27	
207115202003	7257	CLAY AVE E	7402.50202	0.1076000	\$796.51	\$3,982.85	\$3,966.73	
207115208001	7258	CLAY AVE E	7793.67741	0.1076000	\$838.60	\$3,982.85	\$3,790.76	
207115216003	7260	CAHILL AVE	10580.27576	0.1076000	\$1,138.44		\$1,138.44	
207115116001	7264	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,330.54	
207115131006	7267	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,283.67	
207115136001	7267	COOPER AVE E	8408.76488	0.1076000	\$904.78	\$3,982.85	\$4,129.89	
207115210001	7268	CLAY AVE E	12090.15890	0.1076000	\$1,300.90	\$3,982.85	\$4,192.50	
207115104006	7268	CLAYTON AVE E	3083.19611	0.1076000	\$331.75	\$3,982.85	\$3,843.31	
207115203003	7269	CLAY AVE E	10039.32741	0.1076000	\$1,080.23	\$3,982.85	\$4,540.30	
207115013006	7270	COOPER AVE	15654.89152	0.1076000	\$1,684.47	\$3,982.85	\$4,577.00	
207115203001	7279	CLAYTON AVE	7116.83658	0.1076000	\$765.77	\$3,982.85	\$4,166.13	
207115210101	7286	CLAY AVE E	2181.19665	0.1076000	\$234.70	\$3,982.85	\$3,233.70	
207115117001	7288	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,122.24	
207115215003	7290	CAHILL AVE	11243.54324	0.1076000	\$1,209.81		\$1,209.81	

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA	STORM CALC		STORM		STREET	FINAL ASSESSMENT AMOUNT
				2007-09	2007-09D	2007-09	2007-09D		
207115105006	7290	CLAYTON AVE E	3343.89432	0.1076000	\$359.80	\$3,982.85	\$3,881.47		
207115017001	7290	DAWN AVE	3440.93827	0.1076000	\$370.24	\$3,982.85	\$4,353.09		
207115130006	7291	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,147.56		
207115025006	7291	DAWN AVE	10234.28946	0.1076000	\$1,101.21	\$3,982.85	\$4,723.48		
207115016001	7300	DAWN AVE	3430.21513	0.1076000	\$369.09	\$3,982.85	\$4,351.94		
207115129006	7305	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$2,859.69		
207115211001	7306	CLAY AVE E	2505.31108	0.1076000	\$269.57	\$3,982.85	\$2,672.24		
207115118001	7306	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,258.72		
207115202001	7307	CLAYTON AVE E	10082.59573	0.1076000	\$1,082.74	\$3,982.85	\$4,669.58		
207115204002	7311	CLAY AVE E	11519.18090	0.1076000	\$1,239.46	\$3,982.85	\$4,716.34		
207115106006	7312	CLAYTON AVE E	3327.42166	0.1076000	\$358.03	\$3,982.85	\$3,881.22		
207115010005	7312	CRAIG AVE E	11333.82815	0.1076000	\$1,219.52	\$3,982.85	\$4,693.76		
207115119001	7314	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,354.77		
207115015001	7314	DAWN AVE	3452.36626	0.1076000	\$371.47	\$3,982.85	\$4,354.32		
207115128006	7315	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$2,488.14		
207115201004	7317	CARMEN AVE E	14776.53936	0.1076000	\$1,589.96	\$3,982.85	\$4,600.27		
207115203002	7319	CLAY AVE E	11993.08624	0.1076000	\$1,290.46	\$3,982.85	\$4,729.53		
207115127006	7319	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$2,444.64		
207115001005	7319	DAWN AVE	9744.41398	0.1076000	\$1,048.50	\$3,982.85	\$4,736.72		
207115201001	7321	CLAYTON AVE S	10399.81244	0.1076000	\$1,119.02	\$3,982.85	\$4,718.99		
207115120001	7322	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,347.74		
207115219004	7324	CAHILL AVE	548.04294	0.1076000	\$58.97	\$58.97	\$58.97		
207115126006	7325	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$2,286.27		
207115130002	7325	CRAIG AVE E	11049.53985	0.1076000	\$1,188.93	\$3,982.85	\$4,701.43		
207115213002	7326	CARMEN AVE	12122.97973	0.1076000	\$1,304.43	\$3,982.85	\$4,672.44		
207115212001	7326	CLAY AVE E	8392.94167	0.1076000	\$903.08	\$3,982.85	\$4,041.12		
207115107006	7326	CLAYTON AVE E	3319.94722	0.1076000	\$357.23	\$3,982.85	\$3,882.27		
207115014001	7326	DAWN AVE E	3499.06610	0.1076000	\$376.50	\$3,982.85	\$4,359.35		
207115125006	7331	CLEVE AVE E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,361.64		
208090002000	7332	CLAY AVE E	12522.19927	0.1076000	\$1,347.39	\$3,982.85	\$4,687.06		
207115121001	7332	CLEVE AVE E	1321.25795	0.1076000	\$142.17	\$3,982.85	\$3,291.21		
207115011005	7332	CRAIG AVE	11334.33887	0.1076000	\$1,219.57	\$3,982.85	\$4,693.76		
207115202002	7333	CLAY AVE E	10961.80463	0.1076000	\$1,179.49	\$3,982.85	\$4,971.74		
208090001000	7335	CLAYTON AVE S	11906.99895	0.1076000	\$1,281.19	\$3,982.85	\$4,678.27		
208090003000	7338	CLAY AVE E	12019.28429	0.1076000	\$1,293.27	\$3,982.85	\$4,965.25		
207115013001	7340	DAWN AVE	3545.69430	0.1076000	\$381.52	\$3,982.85	\$4,364.37		
207115202004	7341	CARMEN AVE E	6511.37592	0.1076000	\$700.62	\$3,982.85	\$4,673.63		
207115108006	7342	CLAYTON AVE E	3493.86478	0.1076000	\$375.94	\$3,982.85	\$3,792.94		
207115201002	7343	CLAY CT E	10615.80218	0.1076000	\$1,142.26	\$3,982.85	\$5,000.00		
207115020005	7343	DAWN AVE	9743.81527	0.1076000	\$1,048.43	\$3,982.85	\$4,736.72		
207115214001	7346	CLAY AVE E	11717.32692	0.1076000	\$1,260.78	\$3,982.85	\$4,954.12		
207115233002	7347	CLAY CT E	17104.36858	0.1076000	\$1,840.43	\$3,982.85	\$5,000.00		

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA		STORM CALC		STORM		STREET 2007-09D	FINAL ASSESSMENT AMOUNT
			2007-09	2007-09	2007-09D	2007-09D	2007-09D	2007-09D		
207115115002	7350	CLEVE AVE E	10538.44746	0.1076000	\$1,133.94	\$3,982.85	\$4,715.26			
207115012001	7350	DAWN AVE E	3592.36679	0.1076000	\$386.54	\$3,982.85	\$4,369.39			
207115232002	7351	CLAY CT E	12163.97891	0.1076000	\$1,308.84	\$3,982.85	\$5,000.00			
207115109006	7352	CLAYTON AVE E	6503.41206	0.1076000	\$699.77	\$3,982.85	\$3,918.18			
207115231002	7355	CLAY CT E	18585.68584	0.1076000	\$1,999.82	\$3,982.85	\$5,000.00			
208090004000	7355	CLAYTON AVE	15236.26473	0.1076000	\$1,639.42	\$3,982.85	\$4,588.32			
207115230002	7359	CLAY CT E	15116.21877	0.1076000	\$1,626.51	\$3,982.85	\$5,000.00			
207115102005	7359	CLEVE AVE E	10162.38970	0.1076000	\$1,093.47	\$3,982.85	\$4,725.42			
207115215001	7360	CLAY AVE E	11715.02719	0.1076000	\$1,260.54	\$3,982.85	\$4,957.52			
207115116002	7360	CLEVE AVE	10883.35184	0.1076000	\$1,171.05	\$3,982.85	\$4,705.94			
207115010004	7360	CRAIG AVE E	10762.34883	0.1076000	\$1,158.03	\$3,982.85	\$4,709.21			
207115229002	7361	CLAY CT E	9450.15931	0.1076000	\$1,016.84	\$3,982.85	\$4,999.69			
207115101003	7361	CRAIG AVE E	11677.09760	0.1076000	\$1,256.46	\$3,982.85	\$4,684.49			
207115011001	7362	DAWN AVE	3619.59313	0.1076000	\$389.47	\$3,982.85	\$4,372.32			
207115228002	7363	CLAY CT E	11485.34004	0.1076000	\$1,235.82	\$3,982.85	\$5,000.00			
207115227002	7365	CLAY CT E	10013.75924	0.1076000	\$1,077.48	\$3,982.85	\$5,000.00			
207115110006	7366	CLAYTON AVE E	3193.88464	0.1076000	\$343.66	\$3,982.85	\$2,988.46			
207115001004	7367	DAWN AVE E	10681.87586	0.1076000	\$1,149.37	\$3,982.85	\$4,711.37			
207115214002	7374	CARMEN AVE E	16845.69446	0.1076000	\$1,812.60	\$3,982.85	\$4,601.89			
207115010001	7374	DAWN AVE E	3507.27214	0.1076000	\$377.38	\$3,982.85	\$4,360.23			
207115228001	7375	CLAYTON AVE E	11717.37060	0.1076000	\$1,260.79	\$3,982.85	\$4,683.41			
207115226002	7377	CLAY AVE E	10204.31004	0.1076000	\$1,097.98	\$3,982.85	\$5,000.00			
207115216001	7378	CLAY AVE E	11712.53181	0.1076000	\$1,260.27	\$3,982.85	\$5,000.00			
207115111006	7380	CLAYTON AVE E	3737.08161	0.1076000	\$402.11	\$3,982.85	\$3,007.18			
207115125003	7385	CRAIG AVE	9962.07962	0.1076000	\$1,071.92	\$3,982.85	\$4,730.83			
207115217001	7386	CLAY AVE E	11710.10190	0.1076000	\$1,260.01	\$3,982.85	\$5,000.00			
207115011004	7386	CRAIG AVE	13943.59245	0.1076000	\$1,500.33	\$3,982.85	\$4,623.23			
207115009001	7386	DAWN AVE E	3433.80155	0.1076000	\$369.48	\$3,982.85	\$4,352.33			
207115203004	7387	CARMEN AVE	3069.42879	0.1076000	\$330.27	\$3,982.85	\$4,313.12			
207115002001	7391	CONCORD BLVD	4750.49859	0.1076000	\$511.15		\$511.15			
207115020004	7391	DAWN AVE	9956.29047	0.1076000	\$1,071.30	\$3,982.85	\$4,730.99			
207115227001	7393	CLAYTON AVE E	11714.94069	0.1076000	\$1,260.53	\$3,982.85	\$4,740.39			
207115112006	7394	CLAYTON AVE E	6964.36268	0.1076000	\$749.37	\$3,982.85	\$3,838.33			
207115008001	7394	DAWN AVE E	5964.45800	0.1076000	\$641.78	\$3,982.85	\$4,624.63			
207115103005	7408	CLEADIS WAY E	9715.56309	0.1076000	\$1,045.39	\$3,982.85	\$4,737.47			
207115204004	7411	CARMEN AVE	3076.76618	0.1076000	\$331.06	\$3,982.85	\$4,313.91			
207115226001	7413	CLAYTON AVE E	11712.57624	0.1076000	\$1,260.27	\$3,982.85	\$5,000.00			
207115101005	7413	CLOMAN WAY E	10365.92345	0.1076000	\$1,115.37	\$3,982.85	\$4,719.91			
207115113006	7416	CLAYTON AVE	3588.85009	0.1076000	\$386.16	\$3,982.85	\$3,567.72			
207115205004	7417	CARMEN AVE E	3879.04390	0.1076000	\$417.39	\$3,982.85	\$4,400.24			
207115124006	7417	CLEADIS WAY E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,175.27			
207115104005	7420	CLEADIS WAY E	10993.31639	0.1076000	\$1,182.88	\$3,982.85	\$4,702.97			

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA		STORM CALC		STORM		STREET 2007-09D	FINAL ASSESSMENT AMOUNT
			2007-09	2007-09	2007-09D	2007-09D	2007-09D	2007-09D		
207115123006	7425	CLEADIS WAY E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,982.85	\$3,058.19		
207115001003	7425	DAWN AVE E	8206.81054	0.1076000	\$883.05	\$3,982.85	\$4,816.21			
207115212005	7426	CARMEN AVE E	8927.98891	0.1076000	\$960.65	\$3,982.85	\$4,943.50			
2071152225001	7429	CLAYTON AVE E	11710.03550	0.1076000	\$1,260.00	\$3,982.85	\$5,000.00			
207115105005	7430	CLEADIS WAY E	11234.46309	0.1076000	\$1,208.83	\$3,982.85	\$4,696.46			
207115010003	7430	CRAIG	8290.96252	0.1076000	\$892.11	\$3,982.85	\$4,866.14			
207115009002	7430	DAWN AVE E	6269.25795	0.1076000	\$674.57	\$3,982.85	\$4,657.42			
20-7115114005	7431	CLOMAN WAY E	12533.63029	0.1076000	\$1,348.62	\$3,982.85	\$4,661.33			
207115114006	7432	CLAYTON AVE E	3485.66312	0.1076000	\$375.06	\$3,982.85	\$3,868.16			
207115114004	7432	CLOMAN WAY E	11790.66111	0.1076000	\$1,268.68	\$3,982.85	\$4,681.41			
207115206004	7435	CARMEN AVE E	4463.52007	0.1076000	\$480.27	\$3,982.85	\$4,463.12			
207115122006	7437	CLEADIS WAY E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,239.64			
207115213005	7438	CARMEN AVE E	9702.51875	0.1076000	\$1,043.99	\$3,982.85	\$5,000.00			
207115106005	7440	CLEADIS WAY E	12408.48714	0.1076000	\$1,335.15	\$3,982.85	\$4,664.74			
207115207004	7443	CARMEN AVE E	4575.80791	0.1076000	\$492.36	\$3,982.85	\$4,475.21			
207115218001	7446	CLAY AVE E	11707.71739	0.1076000	\$1,259.75	\$3,982.85	\$5,000.00			
207115224001	7447	CLAYTON AVE E	11707.58103	0.1076000	\$1,259.74	\$3,982.85	\$5,000.00			
207115121006	7447	CLEADIS WAY E	0.00000	0.1076000	\$0.00	\$3,982.85	\$3,130.00			
207115113005	7447	CLOMAN WAY E	11514.22898	0.1076000	\$1,238.93	\$3,982.85	\$4,688.89			
207115214005	7450	CARMEN AVE E	12853.51304	0.1076000	\$1,383.04	\$3,982.85	\$5,000.00			
207115115006	7450	CLAYTON AVE S	3641.26873	0.1076000	\$391.80	\$3,982.85	\$4,081.31			
207115201005	7451	CLAY AVE E	10710.18586	0.1076000	\$1,152.42	\$3,982.85	\$5,000.00			
207115131004	7451	CRAIG AVE E	10557.57863	0.1076000	\$1,136.00	\$3,982.85	\$4,955.58			
207115001002	7453	CONCORD BLVD	1143.74006	0.1076000	\$123.07	\$3,982.85	\$4,105.92			
207115107005	7456	CLEADIS WAY E	11169.61318	0.1076000	\$1,201.85	\$3,982.85	\$4,698.19			
207115208004	7459	CARMEN AVE E	4385.63692	0.1076000	\$471.89	\$3,982.85	\$4,454.74			
207115120006	7461	CLEADIS WAY E	0.00000	0.1076000	\$0.00	\$3,982.85	\$2,991.37			
207115112005	7461	CLOMAN WAY E	11713.32578	0.1076000	\$1,260.35	\$3,982.85	\$4,768.03			
207115215005	7462	CARMEN AVE	13543.05279	0.1076000	\$1,457.23	\$3,982.85	\$5,000.00			
207115115004	7462	CLOMAN WAY	12987.57242	0.1076000	\$1,397.46	\$3,982.85	\$4,674.60			
207115223001	7463	CLAYTON AVE E	11705.12202	0.1076000	\$1,259.49	\$3,982.85	\$5,000.00			
207115219001	7464	CLAY AVE E	11705.32058	0.1076000	\$1,259.49	\$3,982.85	\$5,000.00			
207115116006	7464	CLAYTON AVE E	6890.80696	0.1076000	\$734.99	\$3,982.85	\$4,336.58			
207115019003	7465	DAWN AVE E	6708.64611	0.1076000	\$721.85	\$3,982.85	\$4,704.70			
207115011003	7466	CRAIG AVE E	8530.64628	0.1076000	\$917.90	\$3,982.85	\$4,900.75			
207115209004	7467	CARMEN AVE E	4165.06732	0.1076000	\$448.16	\$3,982.85	\$4,431.01			
207115108005	7470	CLEADIS WAY E	11223.84400	0.1076000	\$1,207.69	\$3,982.85	\$4,741.18			
207115119006	7474	CLEADIS WAY E	3278.66038	0.1076000	\$352.78	\$3,982.85	\$3,734.80			
207115216005	7476	CARMEN AVE	18150.49773	0.1076000	\$1,952.99	\$3,982.85	\$5,000.00			
207115010002	7476	DAWN AVE E	4098.74040	0.1076000	\$441.02	\$3,982.85	\$4,423.87			
207115130004	7479	CRAIG AVE E	4700.48294	0.1076000	\$505.77		\$505.77			
207115116004	7480	CLOMAN WAY E	10124.12133	0.1076000	\$1,089.36	\$3,982.85	\$4,975.36			

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

FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	HOUSE STREET	AREA 2007-09	STORM CALC 2007-09D	STORM 2007-09D	STREET 2007-09D	FINAL ASSESSMENT AMOUNT
207115111005	7481	GLOMAN WAY E	6445.51413	0.1076000	\$693.54		\$693.54
207115220001	7484	CLAY AVE E	9172.25931	0.1076000	\$986.94	\$3,982.85	\$4,969.79
207115117006	7484	CLAYTON AVE E	7431.84085	0.1076000	\$799.67	\$3,982.85	\$4,782.52
207115224005	7487	CLAY AVE E	8641.63541	0.1076000	\$929.84	\$3,982.85	\$4,912.69
207115109005	7488	CLEADIS WAY E	5430.27577	0.1076000	\$584.30	\$3,982.85	\$4,567.15
							<b>\$1,537,970.01</b>



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

**RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR THE 2007 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2007-09D – URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 2**

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

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – City Project No. 2007-09D – Urban Street Reconstruction, South Grove Area 2 which includes the following streets: 73rd St. E. from Cahill Ave. to Clay Ave. E./Clay Ave.; Clay Ave. E. from 72nd St. E. to 73rd St. E.; Clay Ave from 73rd St. E. to 75th St. E.; Clay Ct.; 74th St. E. from Carmen Ave. E. to Clay Ave.; Carmen Ave E. from 73rd St. E to 75th St. E.; Clayton Ave. E. from 72nd St. E. 75th St. E.; Cleadis Way E. from 75th St. E. to Cleve Ave. E.; Cleve Ave. E. from 72nd St. E. to Upper 73rd St.; 73rd St. E. from Cleve Ave.E. to Dawn Ave. E.; 73rd Ct. E.; Cloman Way from 75th St. E. to 74th St. E.; Upper 73rd St. from Cleve Ave. E to Dawn Ave. E.; 74th St. E. from Cloman Way to Concord Blvd.; Craig Ave. E. from 73rd St. E. to 75th St. E.; Cooper Ave. E. from 72nd St. E. to 73rd St. E.; Dawn Ave. E. from 71st St. E. to 75th St. E.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years. The first of the installments to be payable on or before the first Monday in January 2009, and shall bear interest at the rate of six and one-quarter percent (6.25%) per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 23<sup>th</sup> day of June 2008.

AYES:

NAYS:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

PUBLIC HEARING TO CONSIDER MODIFICATION TO THE CAPITAL IMPROVEMENT PLAN RELATING TO THE EXPANSION AND RENOVATION OF THE PUBLIC SAFETY AND MUNICIPAL FACILITY AND TO CONSIDER GIVING PRELIMINARY APPROVAL TO ISSUE CAPITAL IMPROVEMENT PLAN BONDS IN AN AMOUNT NOT TO EXCEED \$25,000,000

Meeting Date: June 23, 2008  
 Item Type: Public Hearing  
 Contact: JTeppen, Asst. City Admin  
 Prepared by:  
 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** The Council is to hold a Public Hearing to consider a modification to the Capital Improvement Plan and on the intention to issue CIP Bonds in an amount not to exceed \$25,000,000.

**SUMMARY** Staff will give a brief verbal report at the meeting on the various activities that have occurred in the past several months that have led to this public hearing. Briefly those activities include:

- Space needs analysis completed in 2005
- Task force appointed to review space needs analysis and make a recommendation to the City Council
- Task Force recommendation to proceed with Schematic Design on Public Safety Addition/City Hall Renovation
- Schematic Design completed
- Newsletter to all residents inviting them to Public Open Houses
- Task Force recommendation to proceed with expansion and renovation project (project details in attached Schematic Design Project Budget with selected sustainability options)
- After reviewing possible financing options, Council directs Staff to proceed with the requirements set forth in Minnesota Statutes 475.521 related to the issuance of Capital Improvement Bonds to finance the proposed project
- Notice of Public Hearing published on May 18, 2008

The items before the Council at this point are twofold; review the attached Capital Improvement Plan and consider giving preliminary approval to issue Capital Improvement Bonds in an amount not to exceed \$25,000,000. The Council may choose to give preliminary approval to issue bonds at an amount less than \$25,000,000.

At this point the cost of the project is estimated to be \$19,384,684 which includes project contingencies. This amount is slightly higher than the Council last saw. When talking through the project and process with the City Attorney, Ehlers and Associates and Bond Counsel, we added the 2 green roofs to the project. While the green roofs were not included in the Task Force’s recommendation, there didn’t seem to be clear direction from the Council during their discussion, so we’ve added them. They can be removed from the project now for a full reduction of that cost, or we can work through design and even preparation of construction documents with them included and exclude them – or any other item – at any time prior to bidding.

The project cost is in 2008 construction dollars. While we may be able to begin construction later this year, we may choose to wait until Spring of 2009. The State of Minnesota currently projects construction inflation at 6.2%. Because this is a two phase project with at least 18 months of construction, costs will increase accordingly.

Project Manager fees and expenses are an additional expense. The City is also responsible for additional expenses not provided for in either the Architect's agreement or the Project Manager's agreement. These include a contract for telecommunications/data design and installation, and any surveying that may be required. Those costs are not known at this point.

While the projects scope and cost will be reduced as we work through design, for purposes of the public hearing Monday, staff recommends the Council consider giving preliminary approval to issue bonds up to \$25,000,000 per the attached Resolution. The actual bonds won't be issued until the project is bid – and likely some construction might have begun by the time bonds are issued. Tax impacts to property owners would not be reflected on property tax statements until 2010.

**2008 through 2013**

**Modification to the**

**Five-Year Capital Improvement Plan for the**

**City of Inver Grove Heights, Minnesota**

**Relating to the Expansion and Renovation of the Public Safety and Municipal  
Facility**

June, 2008

Prepared by:

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

and

Ehlers & Associates, Inc.  
3060 Centre Pointe Drive  
Roseville, MN 55113



**EHLERS**  
& ASSOCIATES INC

**Modification to the Five-Year Capital Improvement Plan for the  
City of Inver Grove Heights, Minnesota  
Relating to the Expansion and Renovation of the Public Safety and  
Municipal Facility**

**2008 through 2013**

**I. INTRODUCTION**

In 2003, the Minnesota State Legislature adopted a statute that generally exempts municipal bonds issued under a capital improvement plan from the referendum requirements for general obligation bonds usually required for city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality and town halls and libraries to the meaning of a capital improvement.

**II. PURPOSE**

A capital improvement is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, which has a useful life of 5 years or more. For the purposes of Minnesota Statutes, Section 475.521, capital improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than city or town hall, or land for those facilities. The City of Inver Grove Heights, Minnesota (the "City") has previously adopted a five year capital improvement plan for major expenditures, including future expansion to its public safety building and municipal facilities.

For a municipality to use its authority to finance expenditures under Section 475.521, it must meet the requirements provided therein. Specifically, the city council must adopt a 5-year capital improvement plan that meets certain statutory requirements, after holding a hearing on the plan. The council must also approve the sale of capital improvement bonds by a 3/5ths majority of its membership. In addition, it must hold a public hearing for public input regarding sale of the bonds. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not

more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City's official web site.

The City is holding a hearing on June 23, 2008 to consider this Modification to the Capital Improvement Plan (the "Modification") and the issuance of up to \$25,000,000 of general obligations bonds (the "Bonds") for the construction of a new public safety and municipal facility. The Modification would apply to the five year period beginning June 23, 2008 and ending June 23, 2013.

The bonds must be approved by the voters only if the conditions for a "reverse referendum" are met. If a valid petition signed by voters equal to at least 5 percent of the votes cast in the city in the last general election requesting a vote on the issuance of bonds is received by the municipal clerk within 30 days after the public hearing (by July 23, 2008), then the Bonds may not be issued unless approved by the voters at an election.

The statute has established certain criteria that must be met. Under these criteria, the City has considered the following eight points:

1. Condition of the City's infrastructure and need for the project
2. Demand for the improvement
3. Cost of the improvement
4. Availability of public resources
5. Level of overlapping debt
6. Cost/benefits of alternative uses of funds
7. Operating costs of the proposed improvements
8. Options for shared facilities with other cities or local governments

The purpose of this Modification is to consider statutory criteria listed above as they relate to the proposed expansion and renovation of the public safety and municipal facility (the "Project").

### III. PROJECT SUMMARY

This Modification is intended to describe and analyze the need for the Project in accordance with Minnesota Statutes, Section 475.521. Nothing in this Modification otherwise affects the existing Capital Improvement Plan or the improvements to be constructed under that Plan.

Following is a summary of estimated Project expenditures funded from debt:

**2008 Expenditures** **\$10,000,000**

- Site preparation
- Architectural and engineering work
- Begin construction of Public Safety expansion
- Site improvements
- Costs of issuance
- Capitalized interest

**2009 Expenditures** **\$10,000,000**

- Construction
- Furnishings and Equipment
- Capitalized interest

**2010 Expenditures** **\$ 5,000,000**

- Construction
- Furnishings and Equipment

**2011 – 2013 Expenditure** **\$0**

- None contemplated at this time

The estimated total project cost in 2008 is \$18,000,000 to \$20,000,000. If the project is delayed to 2010 or later, the cost of construction may inflate, but is not expected to exceed \$25,000,000. The City may elect to use available cash to pay for a portion of the project, but reserves the option of issuing the Bonds in an amount sufficient to pay for 100% of project costs. To the extent the project is delayed, some of the project costs may be delayed into 2010 through 2013.

The City has analyzed the eight points required per statute for each project on an individual basis and as a whole. Their findings are as follows:

### **Conditions of City Infrastructure and Need for the Project**

The Public Safety and Municipal Facility, built to accommodate the needs of a community half the current size of Inver Grove Heights, has serious space problems and inefficiencies in both the Police Department and operations/administrative space. The need for the improvement is that the existing building is inadequate in size and is in need of significant repair. The public safety space lacks tempered evidence and vehicle storage, and cannot adequately house employees or computer equipment. In addition, there is a lack of private meeting space for interviews, long-term investigations, or victims and families to wait. The rest of the municipal facility also needs improvements, upgrading, remodeling and expansion to efficiently serve a growing community. Expansion and renovation of the existing facility on the current site is a cost effective way to achieve these needs.

### **Demand for Project**

In considering expansion of the public safety and municipal facility, the Council recognizes that Inver Grove Heights has almost doubled in size since the City Hall was built in 1982 – from more than 17,500 residents to about 33,358 residents today. The City’s population is expected to grow another 26 percent in the next 15 to 20 years, to a population of about 45,000. Since 1982, the number of housing units has increased by 135 percent, water and sewer connections each by about 180 percent, streets by 76 percent and police calls by 53 percent. The growth in population, homes, streets and infrastructure has resulted in expanded City functions and staff to keep up with the demand for services from residents and businesses.

The City has been aware of these acute needs for over five years, which led to the studies commissioned in 2003 and 2005. The need has only grown, and has begun to impact the ability of the police force and City staff to deliver services to our residents and businesses. The most pressing needs for additional operational and storage space are found in the Police Departments, Planning and Community Development, Inspections, Finance and Administration and Council Chambers.

### **Estimated Cost of the Project**

See Project Summary for details of all project costs.

### **Availability of Public Resources**

The City plans to utilize property taxes to pay the debt service on the bonds beginning in 2009.

### **Level of Overlapping Debt**

There are currently no overlapping CIP bonds. The increased level of debt is not expected to cause the City any financial stress or negatively impact the City's Aa3 bond rating from Moody's Investor Services. Copies of the rating agency reports are available upon request from the City Clerk.

### **Relative Costs and Benefits of Alternative Uses of the Funds**

The project will provide for a safer and more efficient work environment for City employees. It will also serve to lower police vehicle maintenance costs by allowing equipment to be maintained in a temperature controlled environment. After completing two facility studies, the City Council has determined that improved and expanded work and storage space is necessary to continue efficiently delivering services to the existing and future residents and businesses in the City. A Task Force studied over ten alternatives to address the space needs in the public safety and municipal facility.

Alternate uses of the funds would fall into three different categories: remodel and expand existing building; new construction for City or Police or both on the existing City site; or new construction for City or Police or both with purchase of additional property and relocation of one or both of the facilities.

The Task Force determined that the most affordable and best option was to utilize the existing building and the current site, keeping City functions consolidated at one site. Expansion and renovation of the current Police/City Hall building at the current site also eliminates more costly options requiring land purchase.

The proposed Project would expand the current Public Safety and Municipal building from 29,146 square feet to 62,620 square feet by adding a two-story Police addition on the west side and a City Council Chambers addition on the east side. The existing building space would also be remodeled.

This option provides the most benefit for the least cost by preserving the current building and site, and keeping the public safety and municipal facility together and centrally located within the City.

### **Operating Costs of the Proposed Improvements**

The operating cost of the new facility is unknown at this point. The new facility will be designed to achieve maximum savings through energy efficiencies. Nonetheless, it will be a larger facility and offer more temperature regulated storage and work space. Overall operating expenses are expected to be higher than the current facility.

### **Options for Shared Facilities with Other Cities or Local Government**

The public safety and municipal facility is in a campus setting next to the City's Veterans Memorial Community Center. The Community Center is already used by the police and fire departments for physical training, thereby eliminating the need to add training space to the proposed expansion. In addition, the school district leases space in the Community Center for their aquatic and hockey programs. The public safety facility expansion will contain workspace designed for running multi-jurisdictional investigations with law enforcement agencies from other cities and Dakota County.

## **IV. FINANCING THE CAPITAL IMPROVEMENT PLAN**

The total amount of requested general obligation debt to be financed under this Modification is a maximum of \$25 million. If these expenditures are to be funded, the annual debt service on that amount of money is anticipated to be generated through the tax levy.

The maximum amount of principal and interest to become due in any year on all the outstanding bonds issued under this section, including the bonds to be issued, will not equal or exceed 0.16 percent of the taxable market value of property in City. Currently, the taxable market value is \$3,526,745,200 and the maximum annual debt service amount under the statute for the City is over \$5,640,000.

Under this Modification, the City will secure up to \$25 million in general obligation capital improvement bonds in the year 2008 or 2009 to finance the facility. The bond issue is estimated to be repaid over a 25-year period with an annual debt service of less than 0.16% of the City's taxable market value maximum under this statutory authority. The expected debt service on all bonds issued under Section 475.521, including the proposed bonds, is within the statutory limits.

OWNER: City of Inver Grove Heights  
 PROJ.: Public Safety Addition & City Hall Remodel  
 LOC.: Inver Grove Heights, Minnesota  
 TITLE: PRELIMINARY SCHEMATIC DESIGN PROJECT BUDGET



revised: 23 June -08  
 03-Apr-08

SCHEMATIC DESIGN PROJECT BUDGET - SINGLE PHASE WITH SELECTED SUSTAINABILITY PRELIMINARY		41,820 NEW SQ FT 20,800 RENOVATED SQ FT TOTAL NEW / RENOVATED 62,620 - AREA TO REMAIN TOTAL SQ FT
Acres:	5.2	TOTAL SQ FT
Cost Per Acre	0	
DESCRIPTION	COST/ BUILDING	SUB TOTAL
<b>ADMINISTRATION</b>		<b>\$121,500</b>
LAND ACQUISITION	\$0	
LEGAL, FISCAL & ADMINISTRATIVE	\$5,000	
SOIL BORINGS	\$8,000	
SURVEY	\$4,500	
MOVING	\$104,000	
<b>CONSTRUCTION COSTS</b>		<b>\$14,134,801</b>
PHASE I	\$7,358,764	
PHASE II	\$5,400,034	
ALT - 1 PUBLIC SAFETY STRUCTURE FOR EXPANSION	\$86,103	
ALT - 2 GREEN ROOF - PUBLIC SAFETY	\$388,785	
ALT - 3 GREEN ROOF - LOBBY	\$98,617	
ALT - 4 GEOTHERMAL HEATING/COOLING	\$548,776	
ALT - 5 BIKE COMMUNTER FACILITIES	\$13,290	
ALT - 6 PERVIOUS PAVING AT WEST PARKING	\$12,176	
ALT - 7 PERVIOUS PAVING AT EAST PARKING	\$42,556	
ALT - 10 HIGHER PERFORMANCE WINDOWS	\$69,476	
ALT - 11 UPGRADE TO WHITE TPO ROOF	\$33,146	
ALT - 12 BURNISHED BLOCK IN LIEU OF PAINTED	\$103,078	
ADDITIONAL SUSTAINABILITY OPTIONS - SEE BELOW		
ABATEMENT ALLOWANCE	\$0	
SHORING	\$0	
<b>FEES</b>		<b>\$1,372,084</b>
SCHEMATIC DESIGN FEES	\$130,000	
A/E DESIGN AND BIDDING FEES	\$923,411	
CIVIL ENGINEERING	\$45,000	
LANDSCAPE ARCHITECT	\$20,000	
A/V CONSULTANT	\$30,000	
REIMBURSABLE EXPENSES	\$46,171	
CITY / STATE PLAN REVIEW FEES & PERMITS	\$72,649	
SPECIAL INSPECTIONS AND TESTING	\$50,854	
CITY SACWAC (PRELIM ALLOWANCE)	\$54,000	
<b>FURNISHINGS, FIXTURES &amp; EQUIPMENT (FF&amp;E)</b>		<b>\$749,000</b>
OFFICE FURNITURE ALLOWANCE	\$600,000	
HIGH DENSITY FILES / SHELVING	\$100,000	
KITCHEN EQUIPMENT ALLOWANCE	\$0	
LAUNDRY EQUIPMENT ALLOWANCE	\$0	
FF&E DESIGN FEES	\$49,000	
<b>TECHNOLOGY</b>		<b>\$395,000</b>
CLOCK SYSTEM	\$45,000	
DATA / TELEPHONE ALLOWANCE	INCLUDED IN CONSTRUCTION	
AUDIO / VISUAL	\$350,000	
SECURITY SYSTEMS	INCLUDED IN CONSTRUCTION	
<b>CONTINGENCY</b>		<b>\$2,515,858</b>
DESIGN (5%)	\$838,619	
PROJECT (10%)	\$1,677,239	
<b>FINANCING</b>		<b>\$96,441</b>
BOND ISSUANCE COSTS (BONDING CONSULTANT TO V)	\$96,441	
INVESTMENT EARNINGS	\$0	
<b>TOTAL WITHOUT ADDITIONAL SUSTAINABILITY OPTIONS</b>		<b>\$19,384,684</b>
<b>SUSTAINABILITY OPTIONAL ADDITIONS - PROJECT COSTS</b>		<b>\$487,402</b>

Financing costs should be verified by Bond consultant. All detailed amounts are based on original estimate date of June 2008 dollar.

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

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

RESOLUTION GIVING PRELIMINARY APPROVAL FOR THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS IN AN AMOUNT NOT TO EXCEED \$25,000,000 AND ADOPTING THE CITY OF INVER GROVE HEIGHTS, MINNESOTA MODIFICATION TO CAPITAL IMPROVEMENT PLAN OF 2008 THROUGH 2013

WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota (the "City") proposes to issue general obligation capital improvement plan bonds (the "Bonds") and adopt the City of Inver Grove Heights, Minnesota Capital Improvement Plan of 2008 through 2013 (the "Plan"); and

WHEREAS, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and

WHEREAS, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the hearing as required by law; and

WHEREAS, in approving the Plan, the City Council considered for each project and for the overall Plan:

1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. The likely demand for the improvement;
3. The estimated cost of the improvement;
4. The available public resources;
5. The level of overlapping debt in the City;
6. The relative benefits and costs of alternative uses of the funds;
7. Operating costs of the proposed improvements; and
8. Alternatives for providing services more efficiently through shared facilities with other local government units, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the City hereby gives preliminary approval for the issuance of up to \$25,000,000 aggregate principal amount of the Bonds. The Plan is hereby adopted, the same being before the City Council and made a part of these proceedings by reference. The City declares its official intent to reimburse itself for the costs of the Plan from the proceeds of the Bonds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23<sup>th</sup> day of June, 2008.

Ayes:  
Nays:

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George Tourville, Mayor

ATTEST:

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Melissa Rheaume, Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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CONSIDER AUTHORIZING STAFF TO WORK WITH KRECH O'BRIEN MUELLER AND ASSOCIATES (KOMA) ON AN AGREEMENT FOR PROJECT MANAGER SERVICES FOR THE PROPOSED PUBLIC SAFETY EXPANSION AND CITY HALL RENOVATION

Meeting Date: June 23, 2008  
Item Type: Regular  
Contact: JTeppen, Asst. City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider authorizing staff to work with Krech O'Brien Mueller and Associates on an agreement for Project Manager Services for the proposed Public Safety Expansion and City Hall Renovation.

**SUMMARY** Council previously authorized staff to advertise for Project Manager Services for our proposed project. We received three responses and we interviewed two of the firms.

Staff is recommending that Council authorize us to move forward in negotiating with KOMA for this project. KOMA has proposed an experienced team for the project of Dan O'Brien, Linda McCracken Hunt and Keith Peters. Each of them has an expertise to bring to the project and we are confident with that wide range of expertise we will have a successful project. We expect that the cost for PM services with KOMA will come in around \$300,000.

At this point we haven't been able to negotiate the terms and conditions of an agreement with KOMA. Since we are about to begin design development (item previous to this on the agenda), it is essential to have the PM on board at the outset if we are to ensure efficient design and cost accounting, which ultimately leads to a reduced overall project cost. KOMA has proposed a fee of \$12,500 for the first month of service. This fee would be included in the overall cost, not additional to.

We expect to bring a final contract back to the Council for consideration no later than July 28<sup>th</sup>.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER CONTRACT FOR ARCHITECTURAL SERVICES FOR PROPOSED PUBLIC SAFETY EXPANSION AND CITY HALL RENOVATION**

Meeting Date: June 23, 2008  
 Item Type: Regular  
 Contact: JTeppen, Asst. City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider a contract for Architectural Services with BKV Group of Minneapolis for the proposed Public Safety Expansion and City Hall Renovation.

**SUMMARY** The City has been working with BKV Group on this project since the Space Needs Analysis was done in 2005. They have recently completed the Schematic Design phase of the project, and the attached contract sees us through Design Development, preparation of construction documents and actual construction.

Terms and conditions of the agreement have been negotiated and reviewed over a series of meetings with the Architect, the City Attorney and both the Administrator and Assistant Administrator. We feel confident that the terms and conditions outlined within will meet the City's needs through the completion of the project.

At this point the project cost is \$19,384,684 which includes project contingencies. The Architect's fees are \$1,131,411 which includes the additional services listed on pages eight and nine of the attached contract. As we work through the next phases of design development and preparation of construction documents both the scope and cost will be reduced and the dollar figure set forth here would reduce commensurately.

Staff recommends approval of the contract with BKV Group of Minneapolis for architectural services for the proposed Public Safety Expansion and City Hall Renovation.



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of June in the year Two Thousand and Eight.

*(In words, indicate day, month and year)*

BETWEEN the Architect's client identified as the Owner:

*(Name, address and other information)*

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

and the Architect:

*(Name, address and other information)*

BKV Group, Inc.  
222 North Second Street  
Minneapolis, MN 55401

for the following Project:

*(Name, location and detailed description)*

1643.01-004: Public Safety Addition and City Hall Renovation located at 8150 Barbara Avenue. The scope of work is based on the Architect's Schematic Design Report dated April 4, 2008, approved by the City Council on May 12, 2008.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(2515351933)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

The project is anticipated to be a 41,820 square foot addition and 20,800 square foot renovation with a construction budget of \$14,134,801. The project budget, including project contingency, is \$19,384,684 plus Owner's representative Project Manager fees and expenses.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

December 2008

- .2 Substantial Completion date:

December 2010

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect has identified Ted Redmond, AIA, as the representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Cincinnati Insurance Company  
\$2,000,000. General Aggregate  
\$2,000,000. Completed Operations  
\$1,000,000. Per Occurrence  
\$1,000,000. Personal & Advertising Injury  
Deductible: None

.2 Automobile Liability

Cincinnati Insurance Company  
\$1,000,000. Combined Single Limit  
Deductible: Comprehensive \$500.  
Deductible: Collision \$1,000.

.3 Workers' Compensation

State Fund Mutual  
\$500,000. Each Accident  
\$500,000. Disease Policy Limit  
\$500,000. Policy Limit  
Deductible: None

.4 Professional Liability

ACE American Insurance Company  
\$2,000,000. Each Claim  
\$2,000,000. Annual Aggregate  
Deductible: \$25,000.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction. See Article 12.13 for Preliminary Project Schedule.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. Architect's approval shall not be unreasonably withheld.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Design requirements imposed by utility services shall be subject to Owner's approval.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

*(Paragraphs deleted)*

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents, as part of a project team consisting of the Architect, Owner's Project Manager, and Owner.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of

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minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

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**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	(detailed Landscape Plans, Schedules, and Installation Review)
§ 4.1.9 Architectural Interior Design	Architect	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Not Provided	
§ 4.1.15 As-constructed record drawings	Architect	
§ 4.1.16 Post occupancy evaluation	Architect	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Owner	

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§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning	Architect	
§ 4.1.22	Commissioning	Architect	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED <sup>®</sup> Certification (B214 <sup>TM</sup> -2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205 <sup>TM</sup> -2007)	Not Provided	
§ 4.1.27	Furniture, Finishings, and Equipment Design	Architect	
4.1.28	Audio/Visual Equipment	Architect	
4.1.29	Coordination/Documentation Surveying	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

**Civil Engineering:** Full service civil engineering shall be provided for all rough grading, final grading, utilities, drainage, and pavement. Services shall include design, construction documentation, bidding, and construction phase administration as outlined in this agreement for Basic Services.

**Landscape Architecture:** Full service Landscape Architecture shall be provided for all site and greenroof sod and landscape areas and shall include landscape materials and irrigation systems. Services shall include design, construction documentation (performance specification for any required irrigation systems), bidding, and construction phase administration as outlined in this agreement for Basic Services.

**Interior Design:** Full service Interior Design shall be provided for all interior spaces within the project scope and shall include selection of interior finish materials and documentation of built-in casework/millwork components. Services shall include design, construction documentation, bidding, and construction phase administration as outlined in this agreement for Basic Services.

**Detailed Cost Estimating:** Estimating services shall include detailed construction cost estimates at the completion of the Design Development phase and the Construction Document phase. In addition, the Architect shall review full project budgets updated at each phase in conjunction with the owner's Project Manager.

Post Occupancy evaluation shall be provided in accordance with article 12.2

**Commissioning:** Commissioning services shall be provided for building mechanical systems and shall include enhanced construction phase review of mechanical work and coordination of on-site start-up systems assessment with design engineer, owner's project manager, and mechanical contractors and subcontractors. Commissioning followup shall continue as required to track 'action items' for the General Contractor and mechanical subcontractors through the first year of occupancy.

**FF&E:** Full service FF&E Design shall be provided for all office, conference/meeting, and support space furniture systems within the project scope and shall include selection of workstations, chairs, file cabinets, and storage systems. Assistance with office equipment and computer equipment selection and documentation is not included. Services shall include design, construction documentation, bidding, and installation phase review as outlined in this agreement for Basic Services.

**Audio/Visual Equipment Selection:** A/V design shall be provided for audio and visual presentation systems for Council Chambers, training, and meeting rooms. Services shall also include consultation on security requirements in association with the Architect's Electrical Engineer, and consultation on phone/data cabling in association with the Owner's Information Technology data cabling consultant or staff. Services shall include equipment selection, construction documentation coordination for electrical system requirements, equipment selection documentation, bidding, and installation phase review as outlined in this agreement for Basic Services.

**As Constructed Record Drawings:** The Architect shall assemble As Constructed Record Drawings based on construction phase documents issued by the Architect in addition to the General Contractor's field set record of in-field changes or deviations from construction documents. The architect will not be able to verify all construction conditions are accurately depicted by the General Contractor's field-set records. Final Record Drawings will be provided to the Owner in hardcopy and/or electronic format as directed by the Owner.

**Security Evaluation and Planning:** Evaluation of security requirements and subsequent planning for door controlling, CCTV monitoring, and 'Officer Down' panic alarms shall be provided by the Architect. Services shall include Design, Construction Documentation, Bidding, and Construction Phase Administration as outlined in this agreement for Basic Services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

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this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation (not including green roof alternate which is part of Basic Services included in this agreement) for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One ( 1 ) review of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Visits to the site by the Architect shall occur on average once every two weeks through the scheduled construction timeframe.
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion

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10

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§ 4.3.4 If the services covered by this Agreement have not been completed within thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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12

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for constructing, using, altering, maintaining, and adding, for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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## § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

## § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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**§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services, including but not limited to adjustments due to cost of living inflation and/or changes in Architect's hourly rate schedule. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services, including but not limited to adjustments due to cost of living inflation and/or changes in Architect's hourly rate schedule. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due  
*(Paragraphs deleted)*  
together with any services requested by the owner covered under 4.3.

**§ 9.7** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Lump sum of \$923,411 billed monthly for work completed.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Security Evaluation: Included in 11.1

FF&E: \$49,000

Security/Audio/Visual Equipment Consultant: \$45,000

Civil Engineering: \$45,000

Landscape Architecture (detailed landscape plans, material schedules, and installation review): \$20,000

Interior Design: Included in 11.1

Detailed Cost Estimating: Included in 11.1

Post-Occupancy Evaluation: Included in 11.1

As-built Record Drawings: Included in 11.1

Commissioning: \$49,000

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Based on Architect's current hourly rate schedule.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5% ), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	Thirty-Seven	percent (	37	%)
Construction Documents Phase	Forty-Three	percent (	43	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
PARTNER IN CHARGE	\$155
DESIGN PARTER	\$155
SENIOR PROJECT ARCHITECT	\$115-\$135
PROJECT ARCHITECT	\$85
INTERN ARCHITECT	\$60
ARCHITECTURAL TECHNICIAN	\$80
SENIOR LANDSCAPE ARCHITECT	\$108
LANDSCAPE ARCHITECT	\$80
SENIOR INTERIOR DESIGNER	\$88
INTERIOR DESIGNER	\$55
SENIOR MECHANICAL ENGINEER	\$113
MECHANICAL ENGINEER	\$113
MECHANICAL TECHNICIAN	\$80
SENIOR ELECTRICAL ENGINEER	\$113
ELECTRICAL ENGINEER	\$100

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ELECTRICAL TECHNICIAN	\$90
SENIOR STRUCTURAL ENGINEER	\$113
STRUCTURAL ENGINEER	\$100
STRUCTURAL TECHNICIAN	\$80
SENIOR CONSTRUCTION ADMINISTRATOR	\$115-\$120
CONSTRUCTION ADMINISTRATOR	\$85
INTERN CONST. ADMIN.	\$56
SPECIFICATIONS WRITER	\$130

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent ( 5% ) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining, altering, and adding the Project as follows: \$0.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of zero dollars ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

1% over prime per annum (adjusted monthly as of the first of each month as announced in the Wall Street Journal.)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

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the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 The date of Substantial Completion will be established in the Construction Documents, or will be based on Contractor's initial project schedule. Extended project representation of the Architect due to failure on the part of the General Contractor to meet the identified Substantial Completion date shall be provided as an Additional Service. A cost per week of construction for each additional week required for Contractor to meet Substantial Completion shall be established based on fifteen (15%) percent of the Architect's total fee, divided by the total number of weeks originally anticipated for construction based on the Substantial Completion date identified in the Construction Documents. The cost for additional project representation shall be calculated based on the above-calculated cost per week for project representation. Contract Administration services following Substantial Completion shall be provided as outlined in paragraph 3.6.6.

12.2 At the request of the Owner, the Architect shall conduct two (2) inspections after the date of Final Completion: the first at the end of eleven (11) months of occupancy for the purposes of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work; and, the second at the end of three (3) years of occupancy for the purposes of determining the facility's overall performance, acceptability of design, and its functional and technical elements.

12.3 Add the following to subparagraph 3.6.2 Construction Phase Services - Administration of the Construction Contract.

3.6.2.6 BKV Group will provide site observations on an average of once every two weeks during the construction period.

3.6.2.7 Final punch list items will be prepared by the Contractor. Once this work has been completed by the Contractor, completion of these items shall be confirmed by the Architect in a single site visit. If additional visits are required due to Contractor failure to adequately meet Substantial Completion, additional punch list reviews will be provided as an Additional Service and subtracted from Contractors final pay application.

3.6.2.8 The Owner and Architect shall produce together one punch list.

12.4 A minimum project contingency of five (5%) percent will be part of the Construction phase budget for unforeseen conditions, required modifications to the documents, code interpretations, omissions from bid documents, and Owner-requested changes.

12.5 The Owner agrees to pay Architect for the preparation of Owner Requested, Code Required, or Site Condition Required Change Orders and for bid alternates and any contingency allocations based on Architect's hourly rate schedule.

12.6 If a Change Order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect or Engineer, the Architect or Engineer shall prepare drawings, specifications and other documents and support data (including evaluating Contractor's proposals) and provide any other design services as may be required in connection with the change in the work at no additional cost to the Owner. The Owner shall be responsible for all construction costs associated with the change. The cost of such work is to be deducted from the project contingency.

12.7 The Architect cannot provide certification regarding the presence or lack of presence of hazardous materials within structures or the site.

12.8 Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other party for any consequential damages incurred due to the fault of the other party, regardless of the nature

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of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages included, but are not limited to, loss of use and loss of profit.

12.9 Standard of Care. Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

12.10 Architect's hourly billing rates for each discipline may change effective January 1st of each year that work is performed under this contract. This increase in hourly billing rates will not affect Architect's compensation for Basic Services, but will be used for any Additional Service calculations occurring after change to hourly billing rates.

12.11 Set-Offs, Backcharges, Discounts. Payment of invoices is in no case subject to unilateral discounting to set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.

12.12 Design and document modifications relating to the change in project scope, design intent, or material usage after the approved of the Schematic Design Package, whether or not such changes are required due to budgetary requirements or bid results, shall be provided as an Additional Service calculated on the hourly rates referenced in paragraph 11.7.

12.13 Preliminary Project Schedule and Payment Schedule: The following Project Schedule is subject to change; however, it is provided here as a preliminary outline of service timeframes:

Phase	Timeframe	Approximate Architectural Invoice based on Compensation outlined in 11.1 and 11.2, Excluding Reimbursable Expenses
Schematic Design	N/A	
Design Development	July 1 to October 1, 2008	\$419,000
Construction Documents	October 15 to February 1, 2009	\$487,000
Bidding	February 1 to March 15, 2009	\$57,000
Construction Administration	March 15, 2009 to December 31, 2010	\$168,411

12.14 In the case of significant change to required/desired project scope, the Owner and Architect agree to equitably adjust the compensation outlined in this agreement mutually.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

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This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

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# **Additions and Deletions Report for** **AIA<sup>®</sup> Document B101<sup>™</sup> – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Twenty-third day of June in the year Two Thousand and Eight.

...

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

...

BKV Group, Inc.  
222 North Second Street  
Minneapolis, MN 55401

...

1643.01-004: Public Safety Addition and City Hall Renovation located at 8150 Barbara Avenue. The scope of work is based on the Architect's Schematic Design Report dated April 4, 2008, approved by the City Council on May 12, 2008.

PAGE 2

The project is anticipated to be a 41,820 square foot addition and 20,800 square foot renovation with a construction budget of \$14,134,801. The project budget, including project contingency, is \$19,384,684 plus Owner's representative Project Manager fees and expenses.

...

December 2008

...

December 2010

PAGE 3

§ 2.3 The Architect ~~shall identify a~~ has identified Ted Redmond, AIA, as the representative authorized to act on behalf of the Architect with respect to the Project.

...

Cincinnati Insurance Company

---

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\$2,000,000. General Aggregate  
\$2,000,000. Completed Operations  
\$1,000,000. Per Occurrence  
\$1,000,000. Personal & Advertising Injury  
Deductible: None

.2 Automobile Liability

Cincinnati Insurance Company  
\$1,000,000. Combined Single Limit  
Deductible: Comprehensive \$500.  
Deductible: Collision \$1,000.

...

State Fund Mutual  
\$500,000. Each Accident  
\$500,000. Disease Policy Limit  
\$500,000. Policy Limit  
Deductible: None

.4 Professional Liability

ACE American Insurance Company  
\$2,000,000. Each Claim  
\$2,000,000. Annual Aggregate  
Deductible: \$25,000.

PAGE 4

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction. See Article 12.13 for Preliminary Project Schedule.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. Architect's approval shall not be unreasonably withheld.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Design requirements imposed by utility services shall be subject to Owner's approval.

...

**§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any~~

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

~~§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.~~

~~§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~

~~§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.~~

~~§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.~~

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

**§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

PAGE 6

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. Documents, as part of a project team consisting of the Architect, Owner's Project Manager, and Owner.~~

PAGE 8

§ 4.1.1	Programming	Not Provided	
§ 4.1.2	Multiple preliminary designs	Not Provided	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Architect	(detailed Landscape Plans, Schedules, and Installation Review)
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	

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§ 4.1.14	As-designed record drawings	Not Provided	
§ 4.1.15	As-constructed record drawings	Architect	
§ 4.1.16	Post occupancy evaluation	Architect	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Owner	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Architect	
§ 4.1.22	Commissioning(B211™-2007)	Architect	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED <sup>®</sup> Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Finishings, and Equipment Design (B253™-2007)	Architect	
4.1.28	Audio/Visual Equipment	Architect	
4.1.29	Coordination/Documentation Surveying	Owner	

PAGE 9

Civil Engineering: Full service civil engineering shall be provided for all rough grading, final grading, utilities, drainage, and pavement. Services shall include design, construction documentation, bidding, and construction phase administration as outlined in this agreement for Basic Services.

Landscape Architecture: Full service Landscape Architecture shall be provided for all site and greenroof sod and landscape areas and shall include landscape materials and irrigation systems. Services shall include design, construction documentation (performance specification for any required irrigation systems), bidding, and construction phase administration as outlined in this agreement for Basic Services.

Interior Design: Full service Interior Design shall be provided for all interior spaces within the project scope and shall include selection of interior finish materials and documentation of built-in casework/millwork components. Services shall include design, construction documentation, bidding, and construction phase administration as outlined in this agreement for Basic Services.

Detailed Cost Estimating: Estimating services shall include detailed construction cost estimates at the completion of the Design Development phase and the Construction Document phase. In addition, the Architect shall review full project budgets updated at each phase in conjunction with the owner's Project Manager.

Post Occupancy evaluation shall be provided in accordance with article 12.2

Commissioning: Commissioning services shall be provided for building mechanical systems and shall include enhanced construction phase review of mechanical work and coordination of on-site start-up systems assessment with design engineer, owner's project manager, and mechanical contractors and subcontractors. Commissioning followup shall continue as required to track 'action items' for the General Contractor and mechanical subcontractors through the first year of occupancy.

FF&E: Full service FF&E Design shall be provided for all office, conference/meeting, and support space furniture systems within the project scope and shall include selection of workstations, chairs, file cabinets, and storage systems. Assistance with office equipment and computer equipment selection and documentation is not included. Services shall include design, construction documentation, bidding, and installation phase review as outlined in this agreement for Basic Services.

Audio/Visual Equipment Selection: A/V design shall be provided for audio and visual presentation systems for Council Chambers, training, and meeting rooms. Services shall also include consultation on security requirements in association with the Architect's Electrical Engineer, and consultation on phone/data cabling in association with the Owner's Information Technology data cabling consultant or staff. Services shall include equipment selection, construction documentation coordination for electrical system requirements, equipment selection documentation, bidding, and installation phase review as outlined in this agreement for Basic Services.

As Constructed Record Drawings: The Architect shall assemble As Constructed Record Drawings based on construction phase documents issued by the Architect in addition to the General Contractor's field set record of in-the-field changes or deviations from construction documents. The architect will not be able to verify all

construction conditions are accurately depicted by the General Contractor's field-set records. Final Record Drawings will be provided to the Owner in hardcopy and/or electronic format as directed by the Owner. Security Evaluation and Planning: Evaluation of security requirements and subsequent planning for door controlling, CCTV monitoring, and 'Officer Down' panic alarms shall be provided by the Architect. Services shall include Design, Construction Documentation, Bidding, and Construction Phase Administration as outlined in this agreement for Basic Services.

PAGE 10

- .6 Preparation of design and documentation (not including green roof alternate which is part of Basic Services included in this agreement) for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~.8~~ Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ .8 Evaluation of the qualifications of bidders or persons providing proposals;
- ~~.10~~ .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- ~~.11~~ .10 Assistance to the Initial Decision Maker, if other than the Architect.

...

- .1 ~~( )~~ reviews One ( 1 ) review of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~( )~~ visits Visits to the site by the Architect ~~over the duration of the Project during construction shall occur on average once every two weeks through the scheduled construction timeframe.~~
- .3 ~~( )~~ inspections One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~( )~~ inspections One ( 1 ) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 13

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for ~~use in performing services or construction~~ constructing, using, altering, maintaining, and adding, for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

PAGE 14

[  ] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 15

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's ~~services~~ services, including but not limited to adjustments due to cost of living inflation and/or changes in Architect's hourly rate schedule. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's ~~services~~ services, including but not limited to adjustments due to cost of living inflation and/or changes in Architect's hourly rate schedule. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due ~~and all Termination Expenses as defined in Section 9.7.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect, together with any services requested by the owner covered under 4.3.~~

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~ § 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

PAGE 16

Lump sum of \$923,411 billed monthly for work completed.

...

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Security Evaluation: Included in 11.1

FF&E: \$49,000

Security/Audio/Visual Equipment Consultant: \$45,000

Civil Engineering: \$45,000

Landscape Architecture (detailed landscape plans, material schedules, and installation review): \$20,000

Interior Design: Included in 11.1

Detailed Cost Estimating: Included in 11.1

Post-Occupancy Evaluation: Included in 11.1

As-built Record Drawings: Included in 11.1

Commissioning: \$49,000

PAGE 17

Based on Architect's current hourly rate schedule.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5% ), or as otherwise stated below:

...

Schematic Design Phase

percent (

%)

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Design Development Phase	<u>Thirty-Seven</u>	percent (	<u>37</u>	%)
Construction Documents Phase	<u>Forty-Three</u>	percent (	<u>43</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)

...

<u>PARTNER IN CHARGE</u>	<u>\$155</u>
<u>DESIGN PARTER</u>	<u>\$155</u>
<u>SENIOR PROJECT ARCHITECT</u>	<u>\$115-\$135</u>
<u>PROJECT ARCHITECT</u>	<u>\$85</u>
<u>INTERN ARCHITECT</u>	<u>\$60</u>
<u>ARCHITECTURAL TECHNICIAN</u>	<u>\$80</u>
<u>SENIOR LANDSCAPE ARCHITECT</u>	<u>\$108</u>
<u>LANDSCAPE ARCHITECT</u>	<u>\$80</u>
<u>SENIOR INTERIOR DESIGNER</u>	<u>\$88</u>
<u>INTERIOR DESIGNER</u>	<u>\$55</u>
<u>SENIOR MECHANICAL ENGINEER</u>	<u>\$113</u>
<u>MECHANICAL ENGINEER</u>	<u>\$113</u>
<u>MECHANICAL TECHNICIAN</u>	<u>\$80</u>
<u>SENIOR ELECTRICAL ENGINEER</u>	<u>\$113</u>
<u>ELECTRICAL ENGINEER</u>	<u>\$100</u>
<u>ELECTRICAL TECHNICIAN</u>	<u>\$90</u>
<u>SENIOR STRUCTURAL ENGINEER</u>	<u>\$113</u>
<u>STRUCTURAL ENGINEER</u>	<u>\$100</u>
<u>STRUCTURAL TECHNICIAN</u>	<u>\$80</u>
<u>SENIOR CONSTRUCTION ADMINISTRATOR</u>	<u>\$115-\$120</u>
<u>CONSTRUCTION ADMINISTRATOR</u>	<u>\$85</u>
<u>INTERN CONST. ADMIN.</u>	<u>\$56</u>
<u>SPECIFICATIONS WRITER</u>	<u>\$130</u>

PAGE 18

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent ( 5% ) of the expenses incurred.

...

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and ~~maintaining~~ maintaining, altering, and adding the Project as follows: \$0.

...

§ 11.10.1 An initial payment of zero dollars (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1% over prime per annum (adjusted monthly as of the first of each month as announced in the Wall Street Journal.)

PAGE 19

12.1 The date of Substantial Completion will be established in the Construction Documents, or will be based on Contractor's initial project schedule. Extended project representation of the Architect due to failure on the part of the General Contractor to meet the identified Substantial Completion date shall be provided as an Additional Service. A cost per week of construction for each additional week required for Contractor to meet Substantial Completion shall be established based on fifteen (15%) percent of the Architect's total fee, divided by the total number of weeks originally anticipated for construction based on the Substantial Completion date identified in the Construction Documents. The cost for additional project representation shall be calculated based on the above-calculated cost per week for project representation. Contract Administration services following Substantial Completion shall be provided as outlined in paragraph 3.6.6.

12.2 At the request of the Owner, the Architect shall conduct two (2) inspections after the date of Final Completion: the first at the end of eleven (11) months of occupancy for the purposes of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work; and, the second at the end of three (3) years of occupancy for the purposes of determining the facility's overall performance, acceptability of design, and its functional and technical elements.

12.3 Add the following to subparagraph 3.6.2 Construction Phase Services - Administration of the Construction Contract.

3.6.2.6 BKV Group will provide site observations on an average of once every two weeks during the construction period.

3.6.2.7 Final punch list items will be prepared by the Contractor. Once this work has been completed by the Contractor, completion of these items shall be confirmed by the Architect in a single site visit. If additional visits are required due to Contractor failure to adequately meet Substantial Completion, additional punch list reviews will be provided as an Additional Service and subtracted from Contractors final pay application.

3.6.2.8 The Owner and Architect shall produce together one punch list.

12.4 A minimum project contingency of five (5%) percent will be part of the Construction phase budget for unforeseen conditions, required modifications to the documents, code interpretations, omissions from bid documents, and Owner-requested changes.

12.5 The Owner agrees to pay Architect for the preparation of Owner Requested, Code Required, or Site Condition Required Change Orders and for bid alternates and any contingency allocations based on Architect's hourly rate schedule.

12.6 If a Change Order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect or Engineer, the Architect or Engineer shall prepare drawings, specifications and other documents and support data (including evaluating Contractor's proposals) and provide any other design services as may be required in connection with the change in the work at no additional cost to the Owner. The Owner shall be responsible for all construction costs associated with the change. The cost of such work is to be deducted from the project contingency.

12.7 The Architect cannot provide certification regarding the presence or lack of presence of hazardous materials within structures or the site.

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12.8 Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other party for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages included, but are not limited to, loss of use and loss of profit.

12.9 Standard of Care. Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

12.10 Architect's hourly billing rates for each discipline may change effective January 1st of each year that work is performed under this contract. This increase in hourly billing rates will not affect Architect's compensation for Basic Services, but will be used for any Additional Service calculations occurring after change to hourly billing rates.

12.11 Set-Offs, Backcharges, Discounts. Payment of invoices is in no case subject to unilateral discounting to set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.

12.12 Design and document modifications relating to the change in project scope, design intent, or material usage after the approved of the Schematic Design Package, whether or not such changes are required due to budgetary requirements or bid results, shall be provided as an Additional Service calculated on the hourly rates referenced in paragraph 11.7.

12.13 Preliminary Project Schedule and Payment Schedule: The following Project Schedule is subject to change; however, it is provided here as a preliminary outline of service timeframes:

<u>Phase</u>	<u>Timeframe</u>	<u>Approximate Architectural Invoice based on Compensation outlined in 11.1 and 11.2, Excluding Reimbursable Expenses</u>
<u>Schematic Design</u>	<u>N/A</u>	
<u>Design Development</u>	<u>July 1 to October 1, 2008</u>	<u>\$419,000</u>
<u>Construction Documents</u>	<u>October 15 to February 1, 2009</u>	<u>\$487,000</u>
<u>Bidding</u>	<u>February 1 to March 15, 2009</u>	<u>\$57,000</u>
<u>Construction Administration</u>	<u>March 15, 2009 to December 31, 2010</u>	<u>\$168,411</u>

12.14 In the case of significant change to required/desired project scope, the Owner and Architect agree to equitably adjust the compensation outlined in this agreement mutually.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Jack Boarman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:27:00 on 06/18/2008 under Order No. 1000358822\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007 - Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Kathy and Dave Vogel - Case No. 08-25V**

Meeting Date: June 23, 2008  
Item Type: Regular  
Contact: *H/B* Heather Botten 651.450.2569  
Prepared by: *H/B* Heather Botten, Associate Planner  
Reviewed by: Planning  
Engineering

<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 **Variance** to exceed the impervious surface standards to construct a driveway for the property located at 6124 Blackberry Trail.

- Requires a 3/5<sup>th</sup>s vote.
- 60-day deadline: July 3, 2008 (1<sup>st</sup> 60-days)

**SUMMARY**

The applicant’s lot, zoned R-1C, is 37,601 square feet. City Code states that the maximum allowed impervious coverage for a lot in the R-1C district is the lesser of 30% (11,280 square feet) or 4,000 square feet. With the proposed driveway, the home and porch, the total impervious coverage for the lot would be about 5,460 square feet or 14.5% of the total lot area.

In early 2007, the City issued a permit for the construction of a new house and a driveway that was designed with a pervious paver system. The driveway, at that time, was not considered impervious surface since it had an infiltration design. After adoption of the Northwest Area Zoning Ordinance in late 2007, the interpretation of impervious surface has changed to be consistent with the Northwest Area Ordinance which states pervious pavement is considered impervious surface since it has an impact on the overall green space and storm water design. The applicant has now changed their plans for the design of the driveway which is not consistent with the original building permit approval of pervious pavers and a rock trench, therefore requiring the need for the variance. If the variance is approved the homeowners have agreed to meet the standards of the Northwest Area by installing a storm water management system to treat the excess water created from the additional impervious surface allowed on the property.

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

Planning Commission: Recommended approval of the request with additional verbiage added to condition number 3 (7-0 with one abstention).

Exhibits: Variance Resolution  
Planning Commission Recommendation  
Planning Report

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

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

**RESOLUTION APPROVING A VARIANCE TO EXCEED THE MAXIMUM  
IMPERVIOUS COVERAGE STANDARDS ON A SINGLE-FAMILY LOT**

**CASE NO. 08-25V  
(Vogel)**

Property located at 6124 Blackberry Trail and legally described as follows:

**Lot 5, Block 1, Oakbush 2<sup>nd</sup> Addition, according to the recorded plat, Dakota County,  
Minnesota**

**WHEREAS**, an application has been received for a Variance to exceed the maximum impervious coverage standards for the construction of a driveway;

**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 June 3, 2008 in accordance with City Code Section 515.40, Subd. 3C;

**WHEREAS**, a hardship, was found to exist not based on economic reasons. Rather, the hardship is based on the fact the additional runoff will be treated on-site and the proposed driveway is in conformance will all other zoning standards. Though the applicant's large lot contains over 4,000 square feet of impervious coverage, the actual percentage of impervious coverage is about 14.5%. The size of the subject lot is about three times larger than the minimum lot size of the R-1C zoning district which further

reduces the impact of the increased impervious coverage.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS,** that the variance to exceed the maximum impervious coverage standards to construct a driveway is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
3. The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division as recommended by Emmons & Olivier Resources prior to ground disturbance or installation of the facility.
4. The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner; therefore, any previous storm water maintenance agreement shall become null and void.
5. An escrow or fee of \$300, more or less, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.
6. The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

**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 23<sup>rd</sup> day of June 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:** June 3, 2008

**SUBJECT:** VOGEL – CASE NO. 08-25V

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance from the impervious surface requirement to construct a driveway for the property located at 6124 Blackberry Trail. 8 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that in early 2007 the City issued a permit for the construction of a new house and driveway designed with a pervious paver system. The driveway at that time was not considered an impervious surface since it had an infiltration design. After adoption of the Northwest Area Zoning Ordinance in late 2007 the City's interpretation of impervious surface has changed to be consistent with the Northwest Area Ordinance which states that pervious pavement is considered an impervious surface since it has an impact on the overall green space and the stormwater design. The applicants have now changed their plans for the design of the driveway which is not consistent with their original approval in early 2007. The applicant is now proposing a brick driveway with an alternative treatment system. Therefore the applicant is requesting a variance to exceed the maximum impervious surface requirements. Ms. Botten advised that the maximum impervious coverage for this R-1C zoned lot is 4,000 square feet whereas the applicants are proposing 5,460 square feet, or 14.5% of the total lot area. Staff finds the variance criteria has been met and they are recommending approval with the five conditions listed in the report.

Commissioner Gooch asked staff to clarify the hardship.

Ms. Botten stated the hardship would be 1) that the proposed driveway was approximately the same size as what was approved in early 2007, it was simply a different type of material, 2) the driveway would not have a negative impact on neighboring properties as the additional runoff would be treated on site, and 3) staff's interpretation of impervious surface has changed.

Chair Bartholomew asked if the driveway must be paved, to which Ms. Botten replied in the affirmative, stating all driveways in the R-1 districts were required to be constructed of some type of hard surface material.

Commissioner Hark asked what the difference was between the bricks being proposed as opposed to the previously approved pervious paver system.

Commissioner Simon stated that the brick pavers being proposed would be less pervious than the pervious pavers previously approved, although they would both be considered impervious.

Ms. Botten added that since staff's interpretation has changed, the applicants now have to either go through this variance process or implement the original paver system as approved in 2007.

Chair Bartholomew noted that several similar issues have come before the Commission in regards to oversized lots not reconciling with the code and essentially being penalized for being a larger lot.

### **Opening of Public Hearing**

Tim Johnson, Southview Design, representing the applicant, advised he was available to answer any questions.

Chair Bartholomew asked Mr. Johnson to explain the proposed stormwater mitigation plan.

Mr. Johnson stated they hired an outside engineer to assist in creating a system to manage the water coming off the hard cover on the property, in addition to getting direction from the City's engineer. He advised that the water would run to a collection area that would then be carried underground to an area consisting of drainage rock and engineered soils.

Chair Bartholomew asked the applicant if he felt confident that the engineer could meet all the conditions listed in the report, to which Mr. Johnson replied in the affirmative.

Commissioner Simon asked how large the proposed driveway was, to which Mr. Johnson replied approximately 1,850 square feet. Commissioner Simon noted that the proposed driveway was larger than the originally approved driveway which was 1,630 square feet.

Commissioner Gooch asked why the applicants changed the construction design from the previously approved pervious paver system.

Mr. Johnson replied there were several factors, including that the system they were proposing would be more economical in the long term for his clients, would not require routine inspections by City staff, and would control water better in the long term than would a permeable system.

Eli Rupnow, Emmons & Olivier Resources, 3558 Oak Terrace, White Bear Lake, stated he reviewed the permit today for stormwater criteria and consistency with the code. He then summarized his comments that he had provided to the landscape designer and the Assistant City Engineer in regards to that review. He noted that the comments were generally minor in nature.

Commissioner Hark asked what maintenance was required with the proposed system to keep it working correctly.

Mr. Johnson stated there were two designs they could incorporate; one would allow the water to run into a sod area which would act as a filter system and the other would be a storm system that would direct the water into a drain. In regards to maintenance, if either system did not work they would then have to pull it back up and re-address it.

Commissioner Hark stated his concern was that the system would clog and not work properly.

He asked who decided which was the best system to use, and asked if it would be the homeowner's responsibility to ensure the system was functional.

Mr. Rupnow advised he was not aware of any maintenance agreements between the city and the homeowner for this particular system. He added that the system being proposed would require only low level maintenance.

Commissioner Schaeffer stated it was his understanding that the filter system being proposed would consist of rock and other appropriate materials which would be covered by sod. The water would then infiltrate through the sod into the basin which would hold or send further the water at the appropriate rate in order to hold it on site.

Mr. Rupnow stated that typically they do not allow sod on top of infiltration features as it tends to contain clay or other constituents that prevent infiltration.

Commissioner Schaeffer asked for confirmation that the applicants were planning to use a system that consisted of sod on top of an infiltration system.

Mr. Johnson replied in the affirmative, but stated they would be willing to consider a rain garden system instead.

Commissioner Schaeffer asked exactly what type of system the Commission would be basing their recommendation on.

Ms. Botten stated that the request was strictly for the variance to exceed impervious surface, and that the infiltration system would have to be approved by the Engineering Division as a condition of approval.

Mr. Rupnow stated that a few modifications to the current design could alleviate the concerns listed in his memo.

Commissioner Simon asked the property owner if he would be agreeable to adding a condition requiring that the design be finalized by both Emmons & Olivier and the Assistant City Engineer to ensure the system worked properly.

Dave Vogel, 6124 Blackberry Trail, replied in the affirmative, stating it was in his best interest to have an efficient system.

Commissioner Roth asked if stormwater calculations had been done for this project, to which Mr. Rupnow replied in the affirmative. Mr. Rupnow then summarized those calculations.

#### **Planning Commission Discussion**

Chair Bartholomew stated he supported the request though he was somewhat challenged with the hardship.

Commissioner Simon recommended that Condition 3 be modified to require that the applicants follow the Emmons & Olivier recommendations as well as the Engineering Division's.

**Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Schaeffer, to approve the request for a variance from the impervious surface requirements to construct a driveway for the property located at 6124 Blackberry Trail, with additional verbiage to Condition 3 to read "shall be approved by the Engineering Division **as recommended by Emmons & Olivier Resources** prior to ground disturbance or installation of the facility".

Motion carried (7/0 with one abstention - Koch). This matter goes to City Council on June 23, 2008.



feet. With the driveway, home and porch, the total impervious coverage for the lot would be 5,460 square feet or 14.5% of the total lot area.

### **SPECIFIC REQUEST**

To construct the 1,630 square foot driveway as desired, the applicant has requested a variance to exceed the maximum allowed impervious coverage on a lot in accordance with the Inver Grove Heights Zoning Ordinance, Section 515.80 Subd.8.B.1.

If the variance is approved the homeowners have agreed to meet the standards of the Northwest Area by installing a storm water management system to treat the excess water created from the additional impervious surface allowed on the property and not entering into a Stormwater Facilities Maintenance Agreement.

If the variance is not approved the homeowners would have to construct the driveway as approved with the building permit with the pervious pavers, rock trench adjacent to the driveway, and enter into the Stormwater Facility Maintenance Agreement with the City and homeowner.

### **SURROUNDING USES**

The subject site is surrounded by the following uses:

East, North and West: Single Family Residential; zoned R-1C; guided LDR, Low Density Residential

South: Single Family Residential; zoned E-1; guided LDR, Low Density Residential

### **EVALUATION OF REQUEST:**

As indicated earlier, the applicant is requesting a variance to exceed the maximum impervious coverage on an R-1C zoned lot. 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 home is constructed. The proposed driveway is a standard sized driveway, reducing the width where it is possible. The applicants have agreed to meet the Northwest Area standards for treatment of the additional storm water runoff. Additionally, since the original building permit approval, Staff's interpretation of impervious surface has changed. Furthermore, the applicant's lot is about three times the minimum size of an R-1C lot. As presented, the applicant's lot

would be covered by approximately 14.5% of impervious surface. The City Code does not take into account larger lots when addressing impervious surface.

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

The application is not contrary to the Comprehensive Plan as the future land use is Low Density Residential.

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

The proposed driveway is about the same size as originally approved with the building permit in early 2007; just the type of material is changing. Furthermore, the driveway will meet all other code requirements and will not have a negative impact on neighboring properties as the additional runoff will be treated on site. Though the applicant's request exceeds the 4,000 square foot standard, it is well below the 30% standard. As presented, the applicant's lot would be covered by approximately 14.5% of impervious surface.

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

Economic considerations do not appear to be a basis for this request.

## **ALTERNATIVES**

The Planning Commission has the following alternatives available for the requested action:

- A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:
1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
  2. A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
  3. The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
  4. The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner; therefore, any previous storm water maintenance agreement shall become null and void.

5. An escrow or fee of \$300, more or less, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.

Hardship: The proposed driveway is about the same size as originally approved with the building permit in early 2007; just the type of material is changing. The additional runoff will be treated on site meeting the Northwest Area standards. The proposed driveway is in conformance with all other zoning standards. Though the applicant's large lot contains over 4,000 square feet of impervious coverage, the actual percentage of impervious surface is about 14.5%.

- 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. Additionally, it should be noted the homeowner will be required to meet the conditions in the Storm Water Facility Maintenance Agreement and install the pervious paver driveway system.

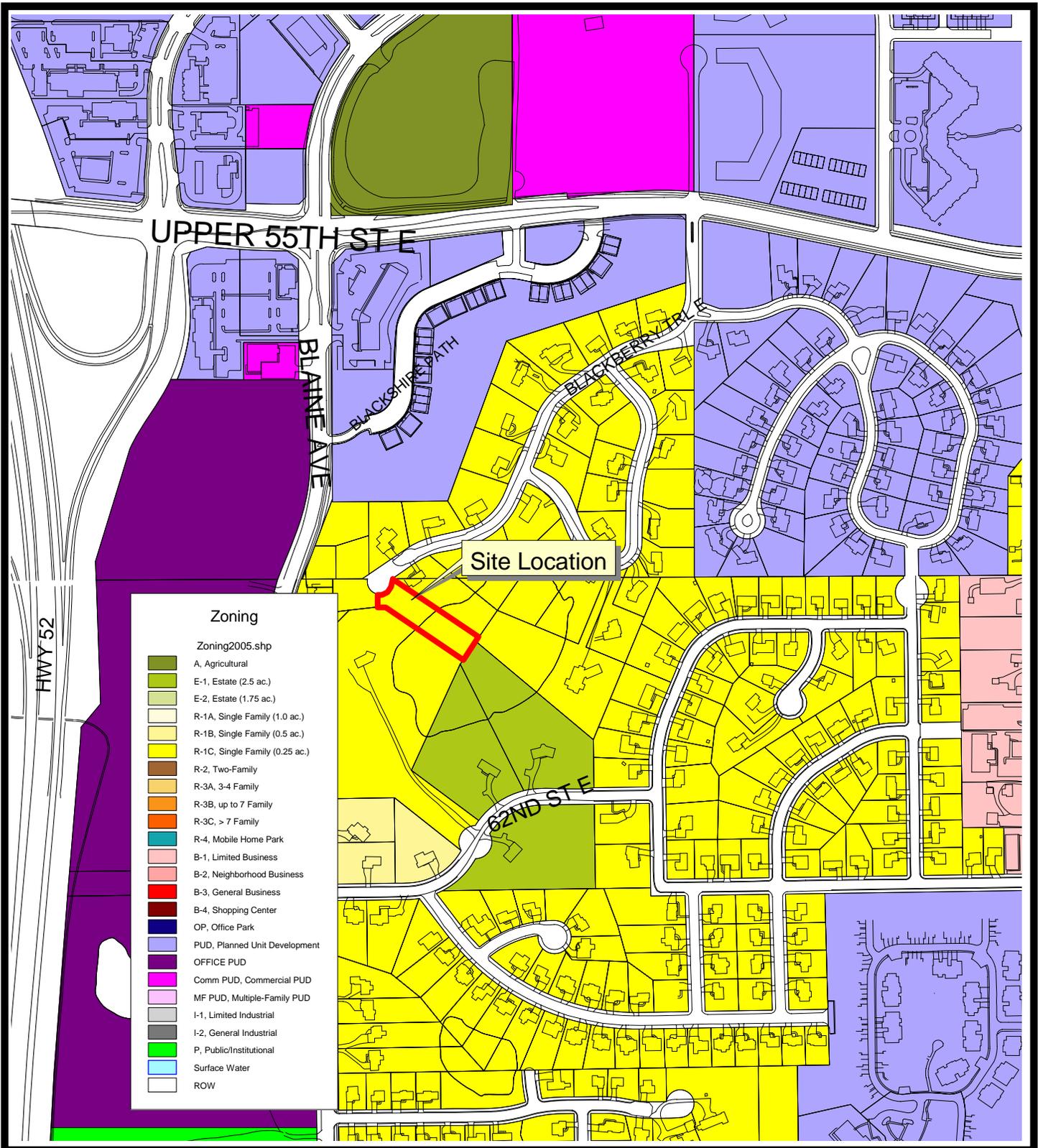
## **RECOMMENDATION**

Staff finds that the variance criterion has been met and therefore Staff recommends approval of the variance as presented.

Attachments: Exhibit A – Location/Zoning Map  
Exhibit B – Applicant Narrative  
Exhibit C – Site Plan



# Vogel Variance



Map is not to scale

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

CC: Kathy & Dave Vogel  
Tim Johnson (Landscape Designer)

To Whom It May Concern:

The intent of this letter is to inform the City of Inver Grove Heights that Kathy & Dave Vogel are applying for a variance for the current hardcover agreement at 6124 Blackberry Trail East. It is our understanding that since this agreement was decided on, the City of Inver Grove Heights has reconsidered its standing on like agreements for hardcover situations.

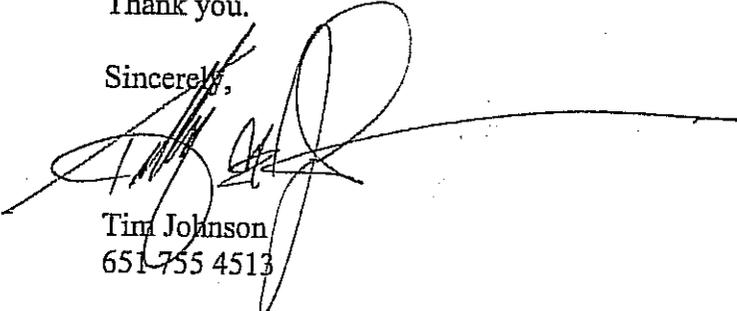
This site is unique in nature with the current lay of land and the location of the driveway is proposed at a minimum to allow reasonable flow of traffic. This variance would not change the current lay of the proposed driveway that was accepted at the time of the building approval in 2007. This proposed variance request will not be detrimental to the surrounding neighbor's and still will have the quality of the lake in mind.

Our main goal for the variance request is that the City of Inver Grove Heights removes the maintenance/inspections agreement as long as the new driveway is installed with a quality surface to be determined by my client and drainage infiltration system that meets the City's new standards along with the NW Area standards.

After discussing this topic with City Officials, it is our understanding that once the driveway is installed, no other inspections will need to be performed by the city for the current owner or future owners of this property.

If there are any questions, please feel free to follow up with me.  
Thank you.

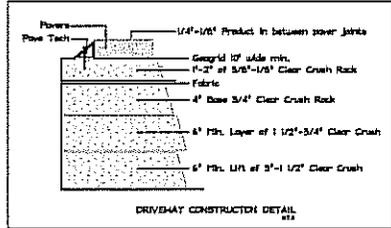
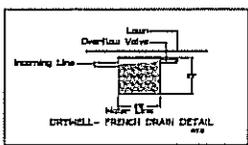
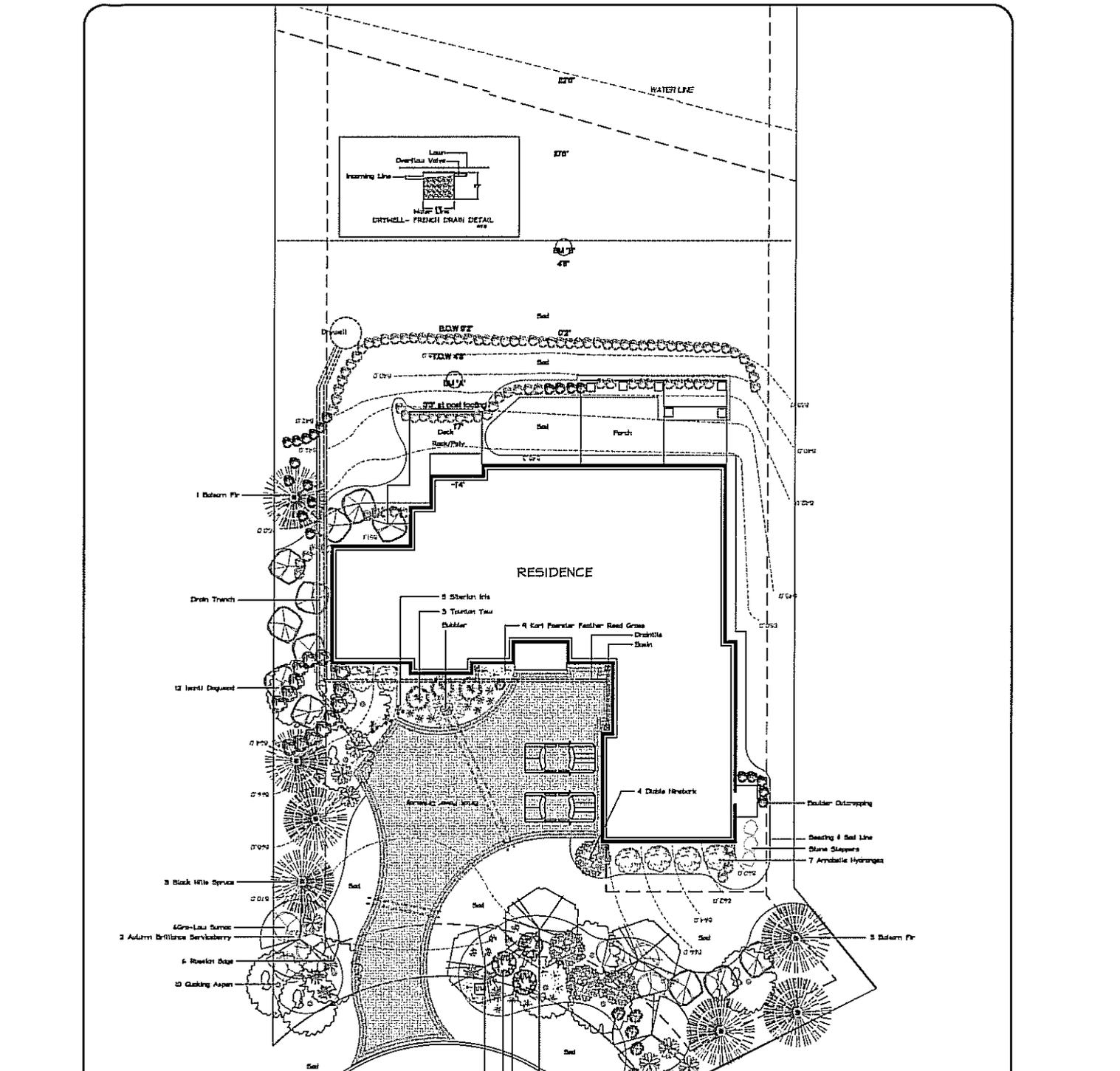
Sincerely,

  
Tim Johnson  
651-755 4513



NAME	Southview Design
ADDRESS	1875 East 50th Street Inver Grove Heights Minnesota 55077
PHONE	East Metro 651-455-8238 Northwest Metro 763-482-0188 Southwest Metro 852-881-2291
FAX	651.455.1734
JOB SPECS	<ul style="list-style-type: none"><li>• Outdoor Living</li><li>• Commercial &amp; Residential</li><li>• Professional Planning</li><li>• Greenscapes</li><li>• Waterscapes</li><li>• Irrigation</li><li>• Hardscapes</li><li>• Concrete Pavers</li><li>• Custom Services</li></ul>
WEBSITE	<a href="http://www.southviewdesign.com">www.southviewdesign.com</a>





**AREA CALCULATIONS**

TOTAL LOT AREA: 37,601SF  
 ABOVE O.H.W: 18,442SF

**IMPERVIOUS AREAS:**

House: 3,458sf  
 Porch: 240sf  
 Office: 132sf  
 Driveway: 1,630sf  
 Total Impervious: 5,460sf

Total Impervious%  
 Total Lot: 14.5%  
 Above O.H.W: 29.6%

**LANDSCAPE DESIGN FOR  
 VOGEL RESIDENCE**  
 6124B BLACKBERRY TRAIL EAST  
 INVER GROVE HEIGHTS, MN

**SERVICES**

- LANDSCAPE MASTER PLANNING
- CONSTRUCTION MANAGEMENT
- IRIGATION & WATER FEATURES
- PAVING DRIVEWAYS & PATIOS
- TREES & SHRUBBERY
- OUTDOOR LIGHTING
- RETAINING WALLS

**DESIGN INFORMATION**

DESIGN/SALES REP: Tim Johnson  
 DESIGN/SALES ASST: Marc McShane  
 DATE:

REVISIONS	
06/29/07	

**SCALE** 1" = 1'

705 EAST 60TH STREET  
 INVER GROVE HEIGHTS, MN 55120  
 PHONE: 651.454.2628  
 FAX: 651.454.2622

Exhibit C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**LOWELL;** Consider adopting the following resolution for the property located at 11651 Aileron Circle, Inver Grove Heights, MN.

Meeting Date: June 23, 2008  
Item Type: Regular Agenda  
Contact: Jenn Emmerich; 651.450.2553  
Prepared by: Jenn Emmerich, Asst. City Planner  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

- a) Consider denying a variance to construct 1,135 square feet off patios that are above the maximum allowed impervious coverage.
  - Requires 3/5th's vote.
  - 60-day deadline: July 1, 2008 (1<sup>st</sup> 60 days)

**SUMMARY**

The applicants are requesting a variance to the maximum impervious coverage standard to construct 1,135 square feet in patios on their 28,831 square foot (0.66 acre), R-1C zoned lot. Earlier this spring, the applicant came into the Planning Department, inquiring about a permit for a pool. At that time staff informed him that the lot already had 4,440 square feet of impervious coverage with the house, garage and driveway. The R-1C District allows for the lesser of 4,000 square feet or 30% of the lot area in impervious coverage; therefore he was allowed to have a maximum of 4,000 square feet of impervious coverage. Staff explained to the applicant that if he wanted to construct any patios around, the pool, he would have to apply for and obtain a variance to exceed the maximum impervious coverage or construct the patios out of a city-approved pervious surface. On May 5, 2008, the applicant obtained a building permit to construct a swimming pool without patios around it.

Because the lot already exceeds the impervious surface standards, any additional hard cover requires a variance. If the variance is approved, the lot would have a total of 5,535 square feet (19.1% of the total lot area). The applicant is requesting a variance for the 1,535 square feet of impervious coverage that exceeds the maximum allowance.

**RECOMMENDATION**

Analysis The lot does not have any unique conditions that preclude the applicants from reasonable use of their property. They currently have a single family residential home and attached garage on the lot. The requested patio would serve as a convenience to the property owner. Furthermore, the applicant was aware that he was above the maximum allowed impervious surface requirement when he applied for the building permit for the pool.

Planning Staff Recommends denial of the variance request.

Planning Commission Recommends denial of the request (8-0), stating that there is no hardship.

Parks and Recreation Not applicable.

- Attachments
- Variance Denial Resolution
  - Planning Commission Recommendation
  - Planning Report

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

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

**RESOLUTION DENYING A VARIANCE TO CONSTRUCT A PATIO THAT  
EXCEEDS THE ALLOWED MAXIMUM IMPERVIOUS COVERAGE.**

**CASE NO. 08-20V  
(Lowell)**

Property located at 11651 Aileron Circle and legally described as follows:

**Lot 7, Block 5 of Woodland Preserve of Dakota County, Minnesota**

**WHEREAS**, an application has been received for a Variance from the maximum allowed impervious coverage standard to allow the existing coverage and construct 1,135 square feet of additional impervious coverage in patios;

**WHEREAS**, the afore described property is zoned R-1C, Single Family Residential District;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on June 3, 2008 in accordance with City Code Section 515.40, Subd. 3C;

**WHEREAS**, a hardship, was not found to exist. The lot does not have any unique conditions that preclude the applicants from reasonable use of their property. They currently have a single family residential home and attached garage on the lot. The requested patio would serve as a convenience to the property owner.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to construct 1,135 square feet of patios is hereby denied.

**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 23<sup>rd</sup> day of June 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:** June 3, 2008

**SUBJECT:** LOWELL – CASE NO. 08-20V

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance to exceed the impervious surface requirement to construct a patio around a swimming pool for the property located at 11651 Aileron Circle. 5 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 from the maximum impervious coverage standard to construct 1,135 square feet in patios around an existing pool on their .66 acre, R-1C zoned lot. Ms. Emmerich stated that the applicant's large lot is limited to 4,000 square feet of impervious coverage which is 19.1% of the total lot area. She stated that earlier this spring the applicant came to the Planning Department inquiring about a permit for a pool. At that time staff informed the applicant that the lot was already over the allowed 4,000 square feet and they would therefore need a variance for any kind of patio. Staff recommends denial of the request due to lack of hardship or unique circumstances with the property, and the fact that a precedent could be set if this was approved.

Commissioner Scales asked what staff recommended the applicants do around the pool, to which Ms. Emmerich suggested they install a wooden deck.

Commissioner Schaeffer asked if the pool was already installed, to which Mr. Lowell replied in the affirmative.

**Opening of Public Hearing**

Jeff Lowell, 11651 Aileron Circle, stated he was informed by his builder when he purchased the lot that he could install a pool on this oversized lot. Mr. Lowell then questioned whether perhaps the ordinance should be modified to better accommodate larger lots.

Chair Bartholomew suggested the applicant install a wood or composite deck.

Mr. Lowell stated his neighbors would likely prefer he not have a wooden deck, and he pointed out he was requesting a total of 19% impervious surface.

**Planning Commission Discussion**

Commissioner Roth stated he had a background in landscaping, and that a pervious paver system in this application would better control erosion and water runoff than would a wooden decking system.

Chair Bartholomew advised that the City is looking into reconciling the maximum impervious surface standards for larger lots.

**Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Hark, to deny the request for a variance to exceed the impervious surface requirements to construct a patio around a pool for the property located at 11651 Aileron Circle, due to lack of hardship.

Motion carried (8/0). This matter goes to City Council on June 23, 2008.



impervious coverage on a lot in accordance with the Inver Grove Heights Zoning Ordinance, Section 515.80 Subd.8.B.1.

### **SURROUNDING USES**

The subject site is surrounded by single family homes, zoned R-1C, Single Family Residential and guided, LDR, Low Density Residential.

### **EVALUATION OF REQUEST:**

As indicated earlier, the applicant is requesting a variance to exceed the maximum impervious coverage on an R-1C zoned lot to construct a patio around their existing swimming pool. City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

- a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that make it unique. The applicants are not being denied reasonable use of their property as they have a single family residential home on the lot.

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

The application is not contrary to the Comprehensive Plan as the future land use is Low Density Residential.

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

There is not a physical or property-related hardship for this request as the patio would serve as a convenience to the property owner. The lot coverage already exceeds the allowed maximum for that zoning district and the applicant was aware of the situation prior to obtaining the building permit for the swimming pool.

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

Economic considerations do not appear to be a basis for this request.

## **ALTERNATIVES**

The Planning Commission has the following alternatives available for the requested action:

- A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:
1. The site shall be developed in substantial conformance with the site plan dated May 5, 2008 on file with the Planning Department.
  2. During and after construction all direct runoff shall first be maintained on the owner's property.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

## **RECOMMENDATION**

Staff believes that the variance criterion has not been met and therefore Staff recommends denial of the variance as presented. While the request to exceed the maximum impervious surface is not large in terms of percentage of coverage, there are no unique constraints to the property and there would be reasonable use of the property without the variance.

Attachments: Exhibit A – Location/Zoning Map  
Exhibit B – Applicant Narrative  
Exhibit C – Site Plan

In September of 2007 we began looking to relocate in Inver Grove Heights . Our premise on purchasing a lot was that it was able to accommodate our house plan including a pool area. The house and pool were drawn out on our choice of lots. We chose Lot 7 Block 5 Woodland Preserve because it was a ½ an acre parcel with little or no trees in the back. It accommodated the house and pool area with plenty of yard left over. The builder and Seller of the lot both agreed this was the perfect lot for our plans. In applying for our permit we are now finding out we do not have any impervious room left.

Due to the shape of the lot parcel and the side set backs we had to angle the garage to fit the house on the lot. Also due to the lot shape we had to set back the house farther which did require a slightly longer driveway. At this point the only impervious area we have is our sidewalk, driveway and house foundation garage area. We do not even have a patio or slab out our back walkout and are unable to do so because we are at the max impervious area due to the city codes.

Our home print is 1951 sq. feet and is comparable to the other homes around us. We feel the city codes are somewhat restrictive when we are unable at this point to even put in a patio area. We are requesting a variance to extend our impervious area to include a pooled/patio area. As you can see from the lot survey we have plenty of room to accommodate a pool and deck without affecting our neighbors or the wetland area behind us. Our plan is to include an nice berm area with trees and landscaping to keep up with the wetlands feel. In our plans we were hoping to have an area between 800 to 1000 sq. feet of patio or decking surface.

We thank you for your time in this matter.

Jeffrey and Heather Lowell  
11651 Aileron Circle  
Inver Grove Heights, MN. 55077

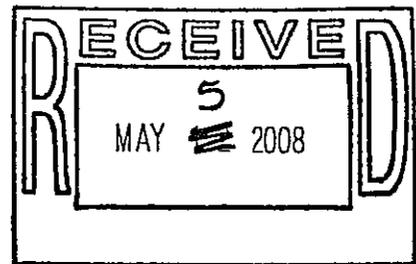


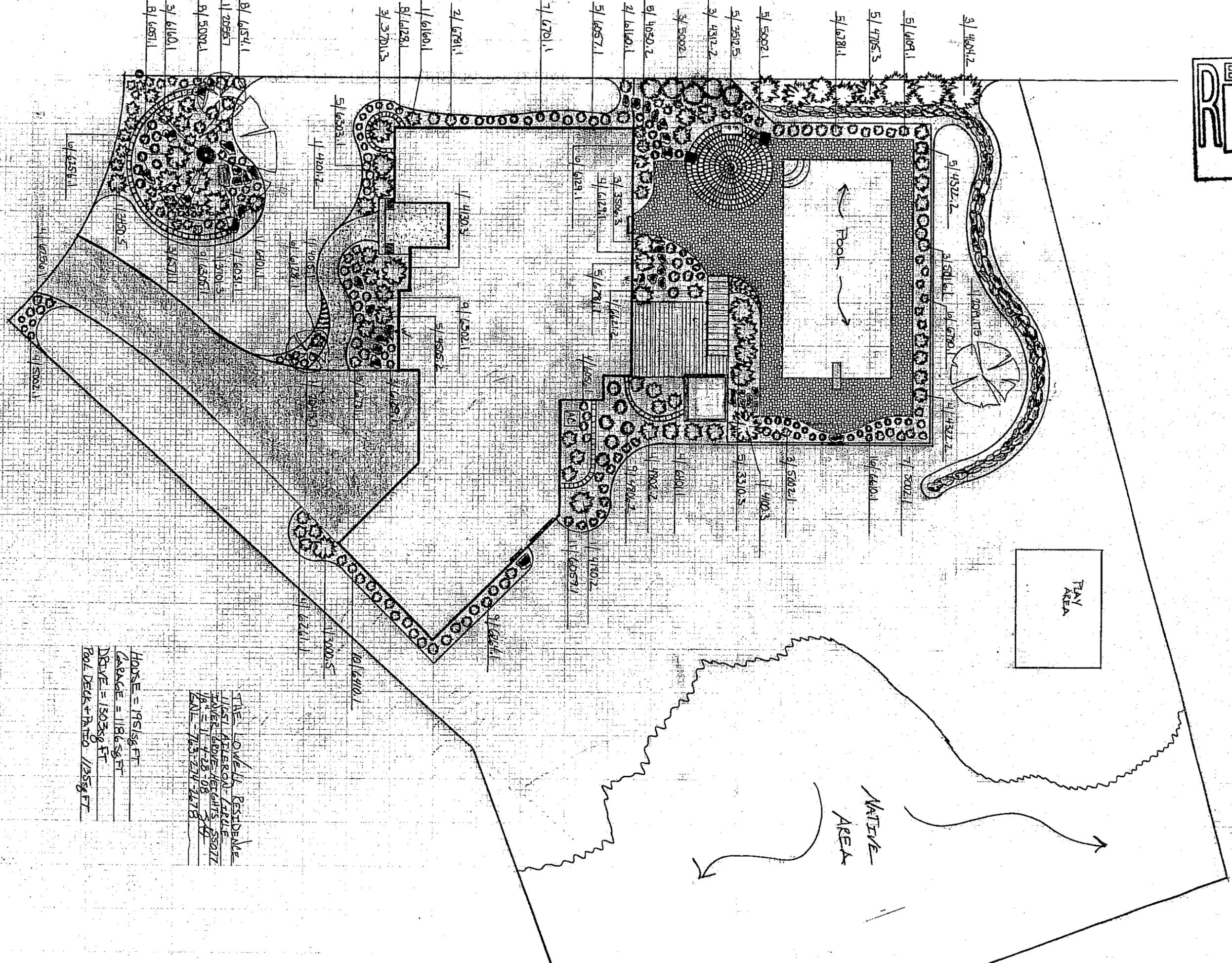
EXHIBIT B



# Lowell Variance Request Case No. 08-20V



RECEIVED  
MAY 5 2008



HOUSE = 1951 sq. FT.  
GARAGE = 1186 sq. FT.  
DRIVE = 1303 sq. FT.  
POOL DECK + PATIO = 1355 sq. FT.

THE LOWELL RESIDENCE  
JUST ALEXANDER FRIE  
TOWER LADDER HEIGHTS SCOTT  
A = 11-4-28-08  
LNE = 713-274-2173

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**FISCHER;** Consider adopting the following resolution for the property located at 8325 Copperfield Way, Inver Grove Heights, MN.

Meeting Date: June 23, 2008  
 Item Type: Regular Agenda  
 Contact: Jenn Emmerich; 651.450.2553  
 Prepared by: Jenn Emmerich, Asst. City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider the following after-the-fact variances:

- a) A variance to exceed the allowed maximum impervious coverage.
- b) A variance to have a gravel driveway in the R-1C Zoning District.
- c) A variance to allow a driveway to encroach within the side yard setback.
  - Requires 3/5th's vote.
  - 60-day deadline: July 1, 2008 (1<sup>st</sup> 60 days)

**SUMMARY**

This property was originally brought to staff's attention as a code violation. To resolve the violations, citations were issued. Those citations were heard in front of the judge on March 10, 2008. At which time, the judge stated that Mr. Fischer had the following options:

- 1) Obtain a variance from the city for the current driveway or else pave or put soil down over the existing driveway; and
- 2) Obtain a variance for the total amount of impervious surface coverage on his property or bring the property into compliance with the impervious surface coverage requirements imposed by the City's Zoning Ordinance.

As a result, the applicant applied for variances to try and resolve the violations. Please be advised that this file will go back to court on June 26 for a status update.

**RECOMMENDATION**

Analysis The property does not have any special conditions that make it unique; it's a standard, single family residential lot without any unusual topographic, dimensional or vegetative conditions. The applicant is not being denied reasonable use of this property as he has a single family residential home and accessory structure on the lot. Additionally, the gravel driveway could be narrowed, which would reduce the total impervious coverage and address the issue of the close proximity to the side property line and paved, which would address the paving requirement in the R-1C Zoning District. There is no hardship associated with any of the requests. Furthermore, the variance request regarding the paving requirement is solely for economic reasons.

Planning Staff Recommends denial of the variance request.

Planning Commission Recommends denial of the request (8-0), stating that there is no hardship.

Parks and Recreation Not applicable.

Attachments Variance Denial Resolution  
 Planning Commission Recommendation  
 Planning Report

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

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

**RESOLUTION DENYING VARIANCES TO EXCEED THE ALLOWED MAXIMUM IMPERVIOUS COVERAGE, RETAIN AN EXISTING GRAVEL DRIVEWAY AND RETAIN A DRIVEWAY THAT IS LESS THAN FIVE FEET FROM THE PROPERTY LINE.**

**CASE NO. 08-29V  
(Fischer)**

Property located at 8325 Copperfield and legally described as follows:

**Lot 2, Block 1 of Autumn Woods of Dakota County, Minnesota**

**WHEREAS**, an application has been received for a Variance from the maximum allowed impervious coverage standard to allow the existing coverage;

**WHEREAS**, an application has been received for a Variance to the residential paving requirements to allow an existing gravel driveway to remain gravel;

**WHEREAS**, an application has been received for a Variance from the side yard setback requirements to allow the existing driveway to be located less than five feet from the side property line;

**WHEREAS**, the afore described property is zoned R-1C, Single Family Residential District;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on June 3, 2008 in accordance with City Code Section 515.40, Subd. 3C;

**WHEREAS**, a hardship, was not found to exist. The lot does not have any unique conditions that preclude the applicant from reasonable use of his property. They currently have a single family residential home and attached garage on the lot. The variances would serve as a convenience to the property owner.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variances are denied.

**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 23<sup>rd</sup> day of June 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:** June 3, 2008

**SUBJECT:** SCOTT FISCHER – CASE NO. 08-29V

**Reading of Notice**

Commissioner Simon read the public hearing notice for a variance to exceed the impervious surface requirement, and a variance to have a driveway constructed out of gravel in the R-1C, Single Family Residential Zoning District, and a variance to retain the existing gravel driveway, which is less than five feet from the side property line, for the property located at 8325 Copperfield Way.

**Presentation of Request**

Jennifer Emmerich, Assistant Planner, explained the request as detailed in the report. She advised that the property was originally brought to staff's attention as a code violation. In May of 2007 staff notified the property owner of four zoning violations on his property. Two of the violations, number of accessory structure and accessory structure side yard setback, have been resolved. However, the other two violations, allowed maximum impervious coverage and driveway paving requirements in the R-1C zoning district, have not been resolved. Staff then issued citations for the code violations. The violations were eventually heard by a judge in July 2007 where the applicant pled guilty to the two counts. The judge stayed the two counts with the understanding that Mr. Fischer would bring the property into compliance by July 5, 2008. Ms. Emmerich advised that Mr. Fischer was ordered to 1) obtain a variance from the city for the current driveway or pave it or put soil down over the existing driveway, and 2) obtain a variance for the total impervious surface coverage on his property or bring the property into compliance with the impervious surface coverage requirement imposed by the City's Zoning Ordinance. Ms. Emmerich advised that the subject property is a larger lot in the R-1C zoning district and is allowed 4,000 square feet of impervious coverage. She noted also that City Code requires paving of driveways in the R-1C zoning district because of dust, erosion, and for aesthetic purposes. Staff feels there is no hardship or special conditions with the property, the driveway could be narrowed and paved which would bring the property into compliance, and therefore staff recommends denial of the request.

Commissioner Schaeffer asked if the applicants would be under the 4,000 square foot maximum if they paved the driveway, to which Ms. Emmerich advised they would providing they narrowed the driveway and had it implemented prior to July 5.

Commissioner Hark referred to photographs submitted by the applicant which indicated a widespread problem of Class V accessory driveways throughout Inver Grove Heights, and asked how staff planned to deal with the situation.

Ms. Emmerich advised that the City recently hired a Code Compliance Specialist who would investigate the complaints just as they would any other code compliance issues.

Commissioner Scales asked if there were different requirements for driveways versus parking

pads, to which Ms. Emmerich replied that both surfaces were required to be paved in the R-1C zoning district.

Commissioner Simon asked if the square area to the rear of the property was a children's play area, to which Ms. Emmerich replied in the affirmative.

### **Opening of Public Hearing**

Scott Fischer, 8325 Copperfield Way, advised he removed one of his two accessory structures as he was informed it was prohibited. Mr. Fischer advised that he spoke with city staff, however, before purchasing the remaining structure and was told there were no stipulations pertaining to this type of structure. Mr. Fischer referred to information that he had distributed to the Commissioners stating that Class V gravel was a great deal more pervious than pavement and just slightly less pervious than a poorly graded yard. The applicant advised that 75% of his impervious coverage drained to the pond in his back yard, and he stated that he installed Class V because he saw it was being used by many of the homeowners in his neighborhood. Mr. Fischer stated he never saw the actual complaint that precipitated this situation, and asked what exactly was stated as the issue.

Chair Bartholomew advised he did not have the actual complaint in front of him, but that the issue at hand was the three variances being requested.

Commissioner Gooch pointed out that if a building permit had been pulled for this structure applicant would have been advised at that time of the issues being discussed today, including driveway width, setbacks, and allowable surface.

Mr. Fischer stated he obtained a permit in 2003 through the Engineering Department in regards to work he did with the stormwater pond in his back yard. He advised that the Engineering staff at that time was aware of his plans for the structures and the Class V driveway and did not inform him of any potential violations.

Ms. Emmerich stated that Mr. Fischer was referring to a Land Alteration Permit he received from the Engineering Department and that she would not expect the Engineering staff to know the City's zoning code.

Mr. Fischer advised that he would be willing to blacktop to the top of the driveway so only pavement would be visible from the street.

### **Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Koch, to deny the request for a variance to exceed the impervious surface requirements, a variance to retain an existing gravel driveway where the ordinance requires that all driveways be constructed of bituminous, concrete or paving blocks, and a variance to retain the existing gravel driveway, which is less than five feet from the side property line, due to lack of hardship, for the property located at 8325 Copperfield Way.

Motion carried (8/0). This matter goes to City Council on June 23, 2008.

Chair Bartholomew requested that staff look diligently into code enforcement of the other violations in the City noted by Mr. Fischer.

# PLANNING REPORT CITY OF INVER GROVE HEIGHTS

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**REPORT DATE:** May 29, 2008      **CASE NO.:** 08-29V

**APPLICANT:** Scott Fischer

**REQUEST:** Variances to exceed impervious coverage, to have a residential driveway consisting of gravel and to allow a driveway closer than five feet to the side property line.

**HEARING DATE:** June 3, 2008

**LOCATION:** 8325 Copperfield Way, Inver Grove Heights, MN

**COMP PLAN:** LDR, Low Density Residential

**ZONING:** R1-C, Single Family Residential

**REVIEWING DIVISIONS:** Planning      **PREPARED BY:** Jennifer Emmerich  
Engineering      Assistant Planner

---

## **BACKGROUND**

This property was originally brought to our attention as a code violation. On May 22, 2007, staff notified the property owner of four zoning violations on his property. Two of the violations, number of accessory structures and accessory structure side yard setback, have been resolved. However, the other two violations, allowed maximum impervious coverage and driveway paving requirements, have not been resolved. To mitigate the issue, staff issued citations for the code violations. Those citations were heard in front of the judge on March 10, 2008. At that time, the judge ordered Mr. Fischer to do the following:

- 1) Obtain a variance from the city for the current driveway or else pave or put soil down over the existing driveway; and
- 2) Obtain a variance for the total amount of impervious surface coverage on his property or bring the property into compliance with the impervious surface coverage requirements imposed by the City's Zoning Ordinance.

As a result, Mr. Fischer has submitted an application for the following after-the-fact variances:

- 1) A variance to exceed the allowed maximum impervious coverage. The lot is currently zoned R-1C, Single Family Residential, which allows for the lesser of 4,000 square feet or 30% of the lot area in impervious coverage. The lot is 32,110 square feet; therefore, the applicant is allowed to have 4,000 square

feet of impervious coverage. With the house, paved driveway, gravel driveway and accessory building, the lot currently has 5,518 square feet of impervious coverage. That is 1,518 square feet above the allowed maximum impervious coverage.

- 2) A variance to have a gravel driveway in the R-1C Zoning District. City Code requires that all driveways in the R-1C District be constructed of bituminous, concrete or paving blocks for the entire width and length. The portion of the driveway that extends to the applicant's home is paved. However, the applicant constructed another driveway next to the existing, paved driveway, which extends to the accessory building. That driveway is constructed of gravel.
- 3) Upon further review of the application, it was determined that there was also an issue with the side yard setback for the gravel driveway. Therefore, the applicant has requested a variance to the side yard setback standards to allow the gravel driveway to be less than five feet from the side property line. Currently the gravel driveway is located on the property line. City Code requires that all driveways be a minimum of five feet from the property line.

### **SPECIFIC REQUEST**

The applicant is requesting the following after-the-fact variances:

- 1) A variance to Section 515.80 Subd. 8 to exceed the allowed maximum impervious coverage standard in the R-1C District.
- 2) A variance to Section 515.90 Subd. 22.B. to retain his existing gravel driveway where the ordinance requires that all driveways be constructed of bituminous, concrete or paving blocks.
- 3) A variance to Section 515.90 Subd. 22.B.2.g. to retain the existing gravel driveway, which is less than five feet from the side property line. Section 515.90 Subd. 22.b.2.g. requires that all driveways be five feet from the property line.

### **SURROUNDING USES**

The subject site is surrounded by single family homes, zoned R-1C, Single Family Residential and guided LDR, Low Density Residential.

### **EVALUATION OF REQUEST:**

As indicated earlier, the applicant is requesting after-the-fact variances to exceed the maximum allowed impervious coverage, maintain his existing gravel driveway in the R-1C Zoning District and to have the driveway less than five feet from the side property line. City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

- a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that make it unique; it is a standard, single family residential lot without any unusual topographic, dimensional or vegetative conditions. The applicant is not being denied reasonable use of his property as he has a single family residential home and accessory structure on the lot. The gravel driveway could be narrowed, which would reduce the total impervious coverage and address the issue of the close proximity to the side property line. Currently the driveway is 12' wide at the road and it widens to 35' at the entrance of the accessory building. The substantial width of the driveway is not necessary. The driveway could very be narrowed to 10' for the entire length, which would still allow for the applicant to drive down to the accessory structure, and the property would be in compliance with the impervious surface standards.

There is also no hardship associated with the paving requirement. City Code requires that driveways within the R-1C, Single Family Residential District be paved to minimize the nuisance of dust, eliminate sediment loading in the storm drain system from erosion associated with gravel driveways and for aesthetic purposes. The applicant is requesting the variance to the paving standards solely for economic reasons. There are other alternatives to the existing situation. As stated above, the applicant could narrow the driveway and pave it to eliminate the need for the variances, maintain the existing uses on the property and bring the property into compliance.

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

The application is not contrary to the Comprehensive Plan as the future land use is Low Density Residential.

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

There is not a physical or property-related hardship for this request as the wide, gravel driveway serves as a convenience to the property owner. The driveway could be narrowed and paved, which would bring the property in compliance with the ordinance and allow the applicant reasonable use of his property.

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

Economic considerations appear to be a basis for this request as the applicant does not want to pave the driveway because of the cost.

The applicant has enclosed Technical Release 55: Urban Hydrology for Small Watersheds, 2<sup>nd</sup> Edition which addresses permeability of different surfaces. It is not relevant as the City considers gravel driveways to be impervious. Additionally, he has submitted photos of other gravel driveways on other properties throughout the city. Staff will be looking into these other situations but it, again, is not relevant to the applicant's situation or these variance requests.

## **ALTERNATIVES**

The Planning Commission has the following alternatives available for the requested action:

- A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request. With a recommendation of approval, the Planning Commission should determine a hardship.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial.

## **RECOMMENDATION**

Staff believes that the variance criterion has not been met and therefore Staff recommends denial of the variances as presented. The property does not have any special conditions, like topography, vegetation or unusual dimensions, which make it unique. It is a standard, large, single family residential lot. The variances are a convenience to the applicant as he could have a compliant driveway leading to the accessory building by making it narrower and paving it. Additionally, staff has received two letters opposing this variance request.

Attachments: Exhibit A – Location/Zoning Map  
Exhibit B – Aerial Photo  
Exhibit C – Applicant Narrative  
Exhibit D – Site Plan  
Exhibit E – Technical Release 55: Urban Hydrology for Small Watersheds, 2<sup>nd</sup> Edition (submitted by the applicant)  
Exhibit F – Photos of driveways (submitted by the applicant)



# Fischer Variance Request Case No. 08-29V

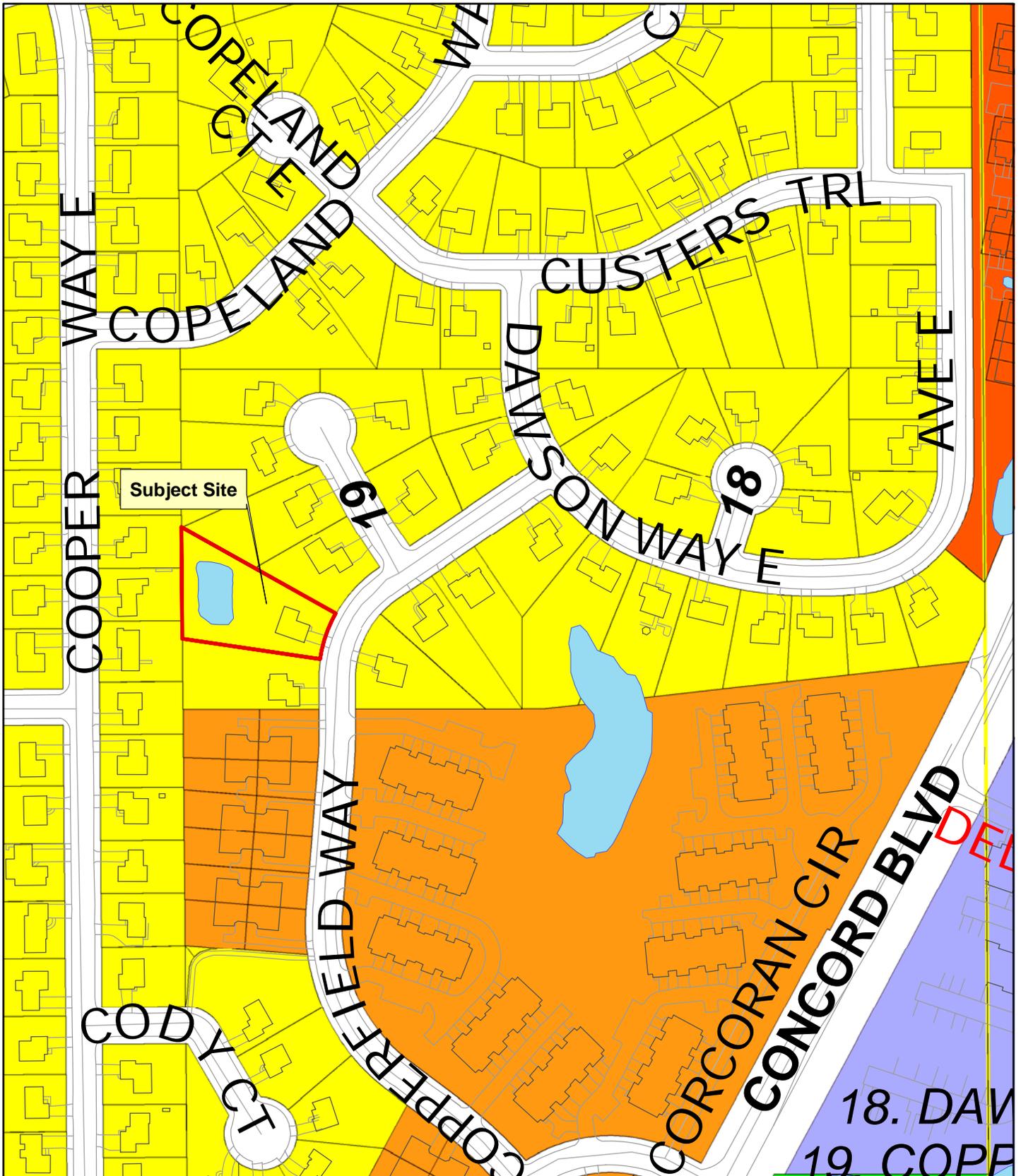


Exhibit A  
Zoning Map



April 30, 2008

Attn: City of Lower Grove Heights

I, Scott Fischer, am the homeowner at 8325 Copperfield Way. I am asking for a variance concerning my Class V accessory driveway. There are many homes in the R-1C District that have Class V accessory driveways. I am including pictures and addresses of some of these homes.

Also, I believe the City's assessment of my impervious coverage is incorrect. Due to my findings in Technical Release 55: Urban Hydrology for Small Watersheds, I believe you will also find this to be true. I am enclosing a copy for your consideration on the matter.

I hope that after further review of these findings, the City will grant me the variance. I have applied for.

Thank You,

Scott Fischer

EXHIBIT C

# HY-LAND SURVEYING

LAND SURVEYORS

931.0 Proposed Top of Block  
930.5 Proposed Garage Floor  
923.0 Proposed Lowest Floor

7845 Brooklyn Blvd. Brooklyn Park, Minnesota 55445  
560-1984

Type of Building -

Full Basement  
Walkout

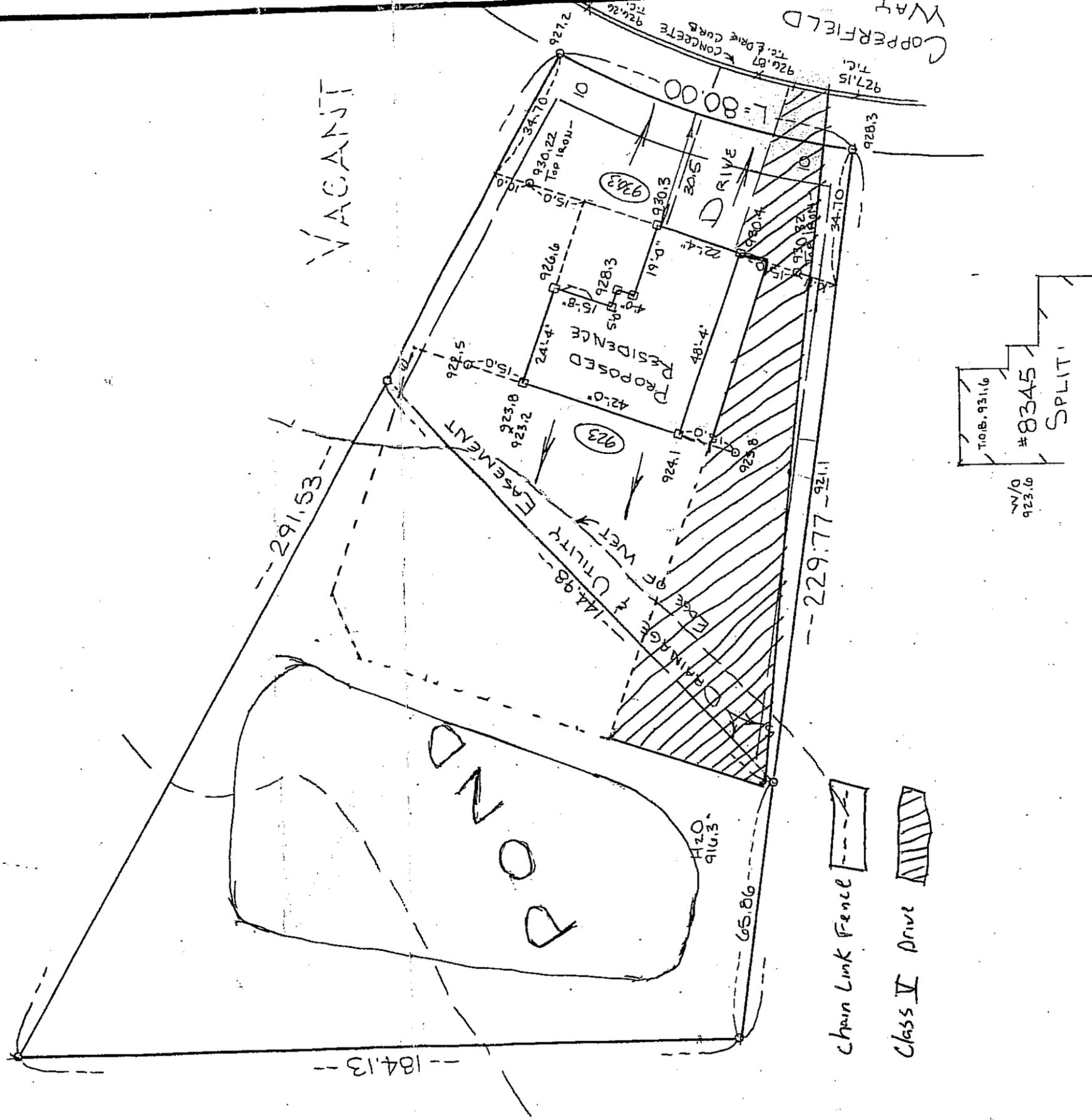
**Surveyors Certificate**

NOVAK-FLECK, INC.



INVOICE NO. 6289  
F. B. NO. 159/38  
SCALE 1" = 30'

- o Denotes Iron Monument
- Denotes Wood Hub Set For Excavation Only
- x000.0 Denotes Existing Elevation
- Denotes Proposed Elevation
- Denotes Surface Drainage



LOT 2, BLOCK 1, AUTUMN WOODS

The only easements shown are from plats of record or information provided by client.

I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Surveyed by us this 2ND day of JUNE 19 95

Signed

Milton E. Hyland, Minn. Reg. No. 20262

EXHIBIT D



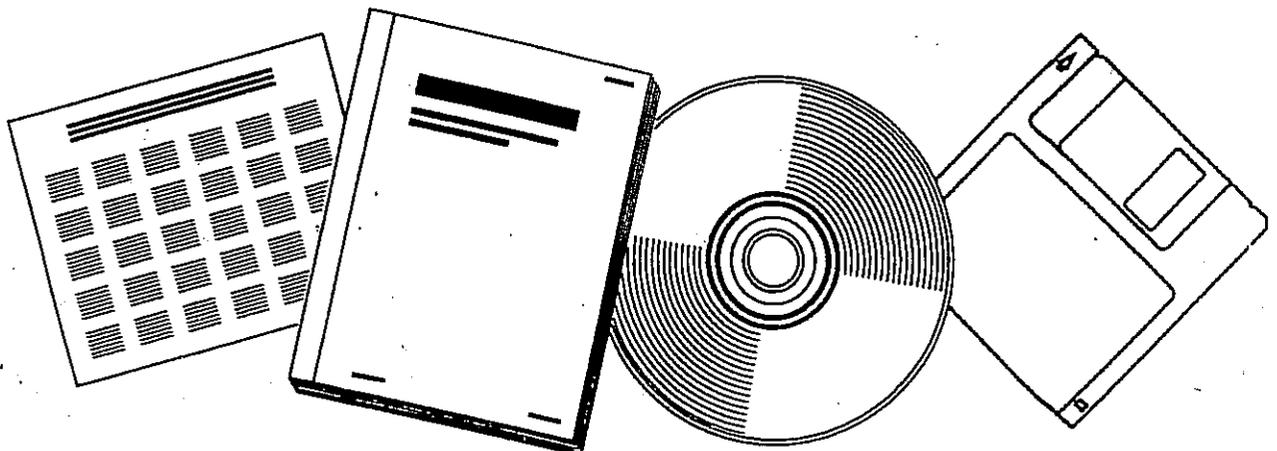
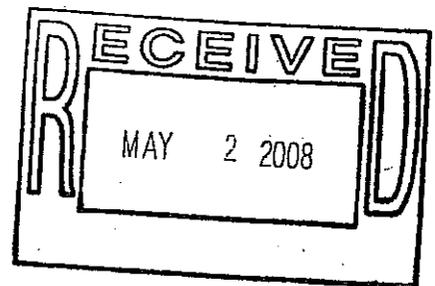
PB87101580

**NTIS**<sup>®</sup>  
Information is our business.

**TECHNICAL RELEASE 55: URBAN HYDROLOGY FOR  
SMALL WATERSHEDS, 2ND EDITION**

SOIL CONSERVATION SERVICE, USDA  
WASHINGTON, D.C.

JUN 86



U.S. DEPARTMENT OF COMMERCE  
National Technical Information Service

EXHIBIT E

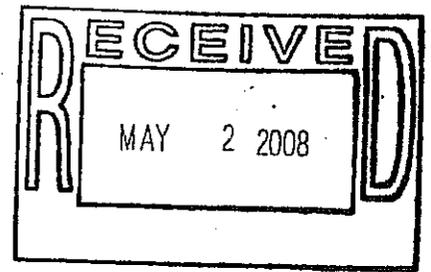


Table 2-2a.—Runoff curve numbers for urban areas<sup>1</sup>

Cover description	Average percent impervious area <sup>2</sup>	Curve numbers for hydrologic soil group—			
		A	B	C	D
<i>Fully developed urban areas (vegetation established)</i>					
✓ Open space (lawns, parks, golf courses, cemeteries, etc.) <sup>3</sup> :					
✗ Poor condition (grass cover < 50%) .....		68	79	86	89
✗ Fair condition (grass cover 50% to 75%).....		49	69	79	84
✗ Good condition (grass cover > 75%) .....		39	61	74	80
Impervious areas:					
✗ Paved parking lots, roofs, driveways, etc. (excluding right-of-way) .....		98	98	98	98
Streets and roads:					
✗ Paved; curbs and storm sewers (excluding right-of-way) .....		98	98	98	98
✗ Paved; open ditches (including right-of-way) .....		83	89	92	93
✗ Gravel (including right-of-way) .....		76	85	89	91
✗ Dirt (including right-of-way) .....		72	82	87	89
Western desert urban areas:					
✗ Natural desert landscaping (pervious areas only) <sup>4</sup> ...		63	77	85	88
✗ Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders) .....		96	96	96	96
Urban districts:					
✗ Commercial and business .....	85	89	92	94	95
✗ Industrial .....	72	81	88	91	93
✗ Residential districts by average lot size:					
✗ 1/8 acre or less (town houses) .....	65	77	85	90	92
✗ 1/4 acre .....	38	61	75	83	87
✗ 1/3 acre .....	30	57	72	81	86
✗ 1/2 acre .....	25	54	70	80	85
✗ 1 acre .....	20	51	68	79	84
✗ 2 acres .....	12	46	65	77	82
<i>Developing urban areas</i>					
✗ Newly graded areas (pervious areas only, no vegetation) <sup>5</sup> .....		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c).					

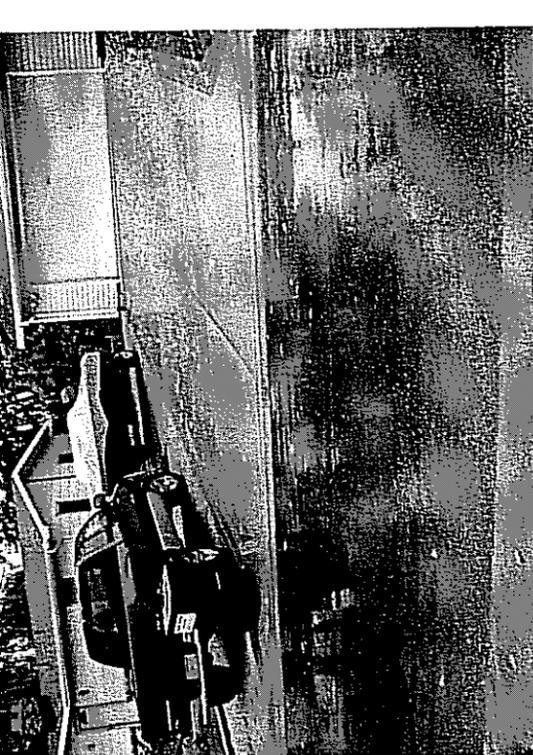
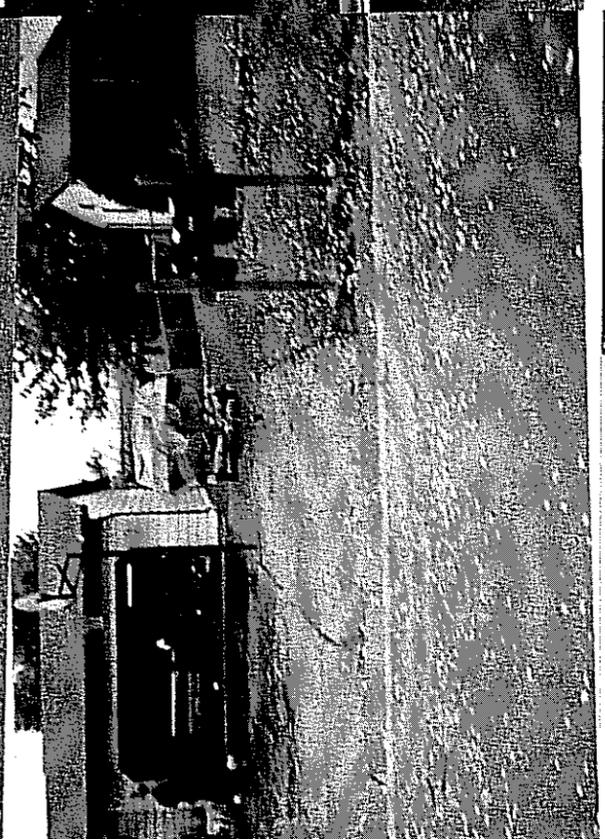
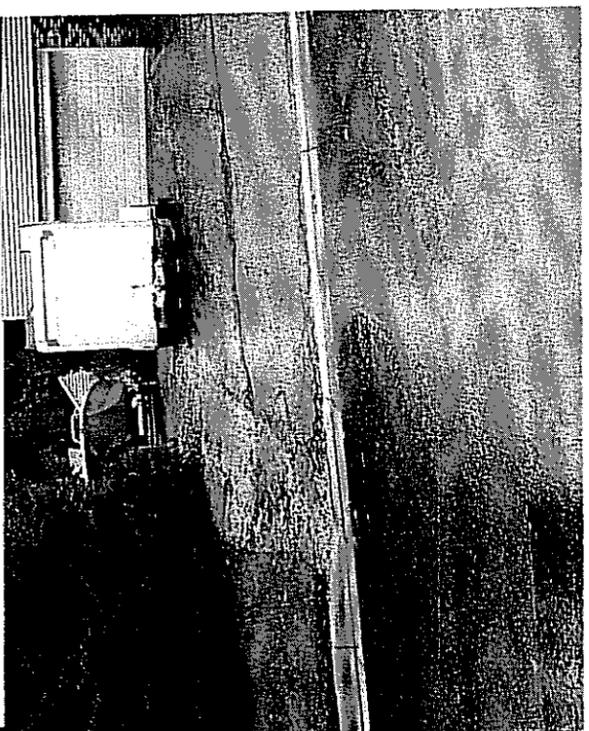
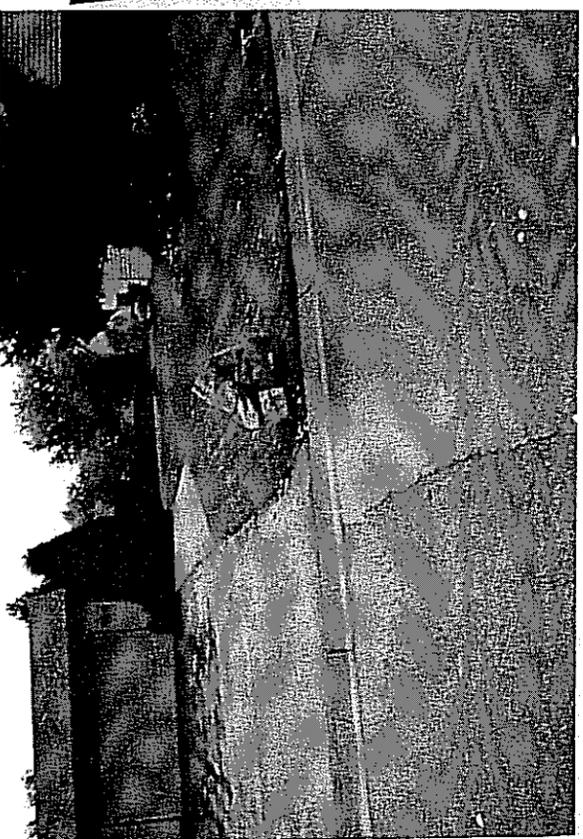
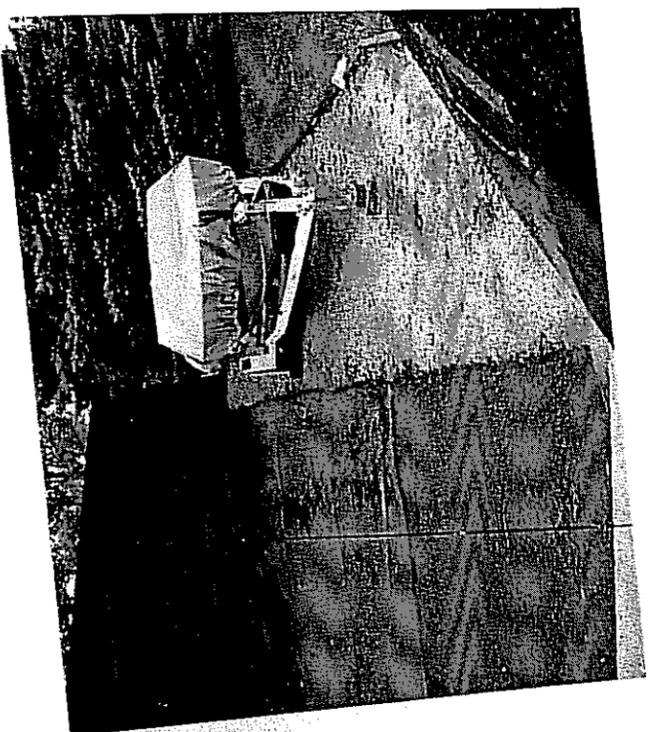
<sup>1</sup>Average runoff condition, and  $I_p = 0.25$ .

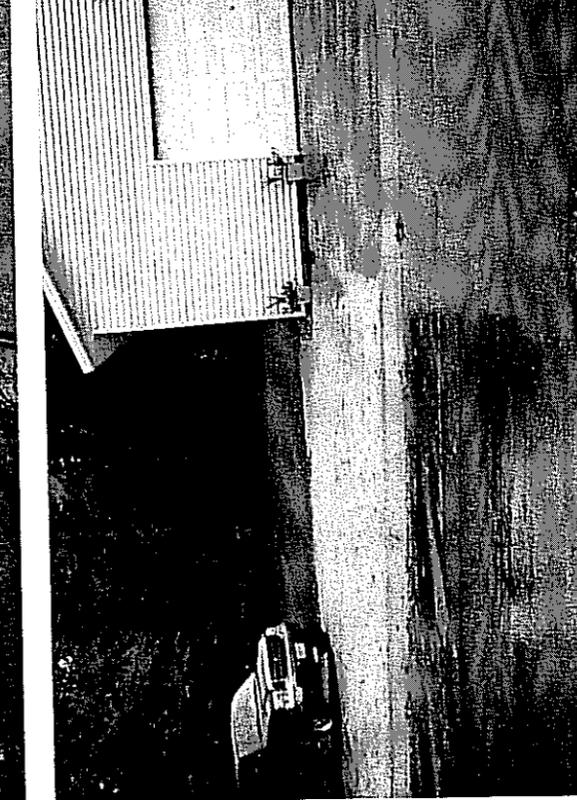
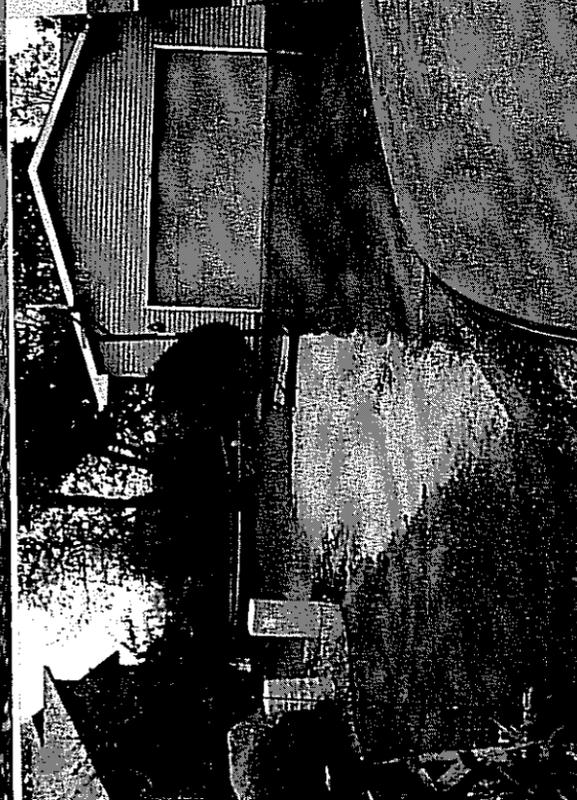
<sup>2</sup>The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using figure 2-3 or 2-4.

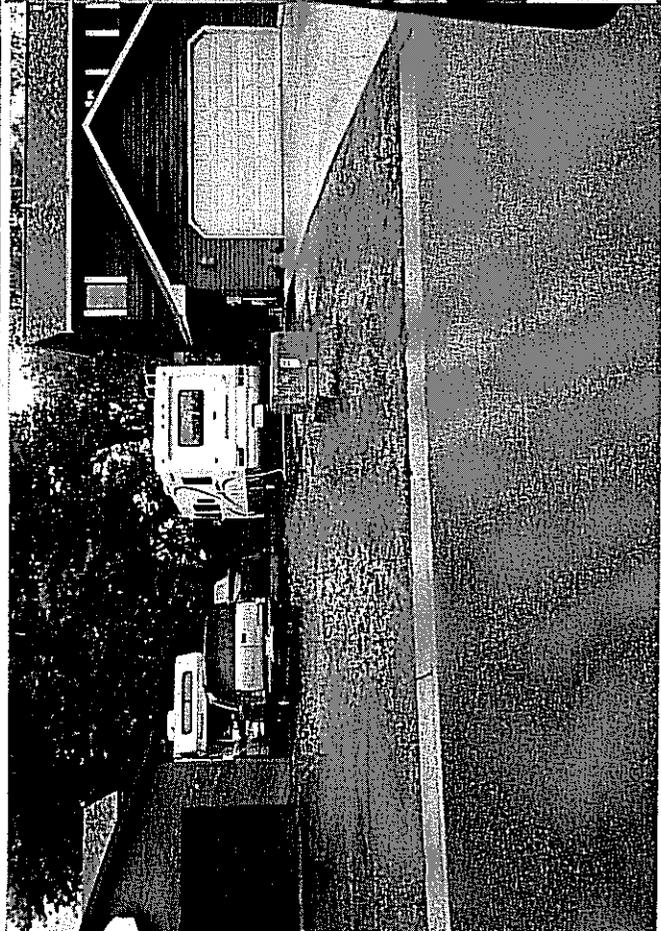
<sup>3</sup>CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.

<sup>4</sup>Composite CN's for natural desert landscaping should be computed using figures 2-3 or 2-4 based on the impervious area percentage (CN = 98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.

<sup>5</sup>Composite CN's to use for the design of temporary measures during grading and construction should be computed using figure 2-3 or 2-4, based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.







**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Resolution Receiving Bids and Awarding Contract for the 2008 Pavement Management Program, City Project No. 2008-09H – South Grove Sod Replacement Project

Meeting Date: June 23, 2008  
Item Type: Regular  
Contact: Steve Dodge, 651.450.2541  
Prepared by: Steve Dodge, Asst. City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution receiving bids and awarding contract for the 2008 Pavement Management Program, City Project No. 2008-09H South Grove Sod Replacement Program.

**SUMMARY**

City Project No. 2008-09H was advertised with bids received and publicly read aloud at 10:00 a.m. on June 18, 2008. Three contractors submitted bids. See the attached minutes of the bid opening for details.

Project funding is provided through Fund 440 – the Pavement Management Capital Project Fund.

The project was bid with two options for timeline to start the project. Option 1 is to allow work to commence on June 30, 2008. This option includes an additional maintenance (watering) period through the typical hot summer seasonal weather with additional expenses that were included in the bid alternate. Option 2 is the base bid and would allow work to commence on or after July 21, 2008, depending on the weather, in order to avoid installing sod prior to or during the typical mid-summer hot seasonal weather.

Consider adopting a resolution receiving bids and awarding the contract for either Option 1 (Base Bid plus alternate), Urban Companies in the amount of \$63,400, or Option 2 (Base Bid), C.G. Braun Turf Farms in the amount of \$52,500, for City Project No. 2008-09H – South Grove Sod Replacement Program.

SDT/kf  
Attachments: Minutes of Bid Opening  
Resolution

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

Minutes of Bid Opening on Wednesday, June 18, 2008

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

Pursuant to an advertisement for bids for City Project No. 2008-09H – South Grove Sod Replacement Program, an administrative meeting was held on June 18, 2008 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Steve Dodge, Asst. City Engineer  
Jenny, Friedges Landscaping  
Teddy, Braun Turf Farms  
John Schmeling, Engineering Technician  
Jon Ellsworth, Intern  
John Bartholomew, Intern  
Rita Sevenich, Office Support

Bids were opened and read aloud as follows:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid (Option 2)</u>	<u>Alternate Bid</u>	<u>Base Bid +Alternate (Option 1)</u>
C. G. Braun Turf Farms	Yes	\$52,500.00	\$11,000.00	\$63,500.00
Friedges Landscaping, Inc.	Yes	\$73,426.00	\$ 7,500.00	\$80,926.00
Urban Companies	Yes	\$56,400.00	\$ 7,000.00	\$63,400.00

The bids have been tabulated and verified and are accurate as shown above.

Submitted by:

  
\_\_\_\_\_  
Rita Sevenich, Office Support

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT OPTION 2 (BASE BID) FOR THE 2008  
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09H – SOUTH GROVE SOD  
REPLACEMENT TO C. G. BRAUN TURF FARMS IN THE AMOUNT OF \$52,500

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

WHEREAS, pursuant to an advertisement for bids for the 2008 Pavement Management Program, City Project 2008-09H, South Grove Sod Replacement, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid (Option 2)</u>	<u>Alternate Bid</u>	<u>Base Bid +Alternate (Option 1)</u>
C. G. Braun Turf Farms	Yes	\$52,500.00	\$11,000.00	\$63,500.00
Urban Companies	Yes	\$56,400.00	\$ 7,000.00	\$63,400.00
Friedges Landscaping, Inc.	Yes	\$73,426.00	\$ 7,500.00	\$80,926.00

WHEREAS, C. G. Braun Turf Farms is the lowest responsible bidder.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with C.G. Braun Turf Farms, in the name of the City of Inver Grove Heights, for City Project 2008-09H, 2008 South Grove Sod Replacement according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project financing for the base bid shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 23<sup>rd</sup> day of June 2008.

AYES:  
NAYS:

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

ATTEST:

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

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT OPTION 1 (BASE BID PLUS ALTERNATE) FOR  
THE 2008 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09H – SOUTH GROVE SOD  
REPLACEMENT TO URBAN COMPANIES IN THE AMOUNT OF \$63,400.00**

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

**WHEREAS**, pursuant to an advertisement for bids for the 2008 Pavement Management Program, City Project 2008-09H, South Grove Sod Replacement, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid (Option 2)</u>	<u>Alternate Bid</u>	<u>Base Bid +Alternate (Option 1)</u>
Urban Companies	Yes	\$56,400.00	\$ 7,000.00	\$63,400.00
C. G. Braun Turf Farms	Yes	\$52,500.00	\$11,000.00	\$63,500.00
Friedges Landscaping, Inc.	Yes	\$73,426.00	\$ 7,500.00	\$80,926.00

**WHEREAS**, Urban Companies, is the lowest responsible bidder.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Urban Companies in the name of the City of Inver Grove Heights, for City Project 2008-09H, 2008 South Grove Sod Replacement according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project financing for the base bid shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 23<sup>rd</sup> day of June 2008.

AYES:  
NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving the Feasibility Report, Authorizing Preparation of Plans and Specifications, and Scheduling a Public Hearing for the 2008 Pavement Management Program, City Project No. 2008-09F – Salem Hills Farm Subdivision Street Reconstruction/Mill and Overlay

Meeting Date: June 23, 2008  
 Item Type: Regular  
 Contact: Steve Dodge, 651-450-2541 *SWD*  
 Prepared by: Steve Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *SWD*

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, Water Connection Fund, Assessments

**PURPOSE/ACTION REQUESTED**

Consider a resolution receiving the feasibility report, authorizing preparation of plans and specifications, and scheduling a public hearing for the 2008 Pavement Management Program, City Project No. 2008-09F – Salem Hills Farm Subdivision Street Reconstruction/Mill and Overlay.

**SUMMARY**

The project was initiated by the City's Pavement Management Program (PMP) as approved by the City Council. The project will include a mill and overlay portion and a reconstruction portion. The mill and overlay portion will include full street width, 2-inch deep mill, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, and 2-inch bituminous overlay. The reconstruction portion will include roadway improvements (bituminous removal, subgrade excavation/ correction, grading, subgrade preparation, roadway geotextile fabric and draitile, 3' granular subgrade, aggregate base, bituminous pavement), concrete curb and gutter removal and replacement, concrete sidewalk replacement/repair along the north side of 63<sup>rd</sup> Street, and appurtenances and restoration. The alignment and width of the streets will remain the same. The boulevard and driveways will be graded as needed to tie into the top of the curb and new turf will be established in areas that are disturbed.

The streets within the reconstruction portion were platted in stages through two different plats comprised of Salem Hills Farm platted in 1988 and Salem Hills Farm Second Addition platted in 1990. The streets within the reconstruction portion were built around 1988. The streets within the mill and overlay are comprised of both plats and were all built from 1988-1991.

The average PCI for the mill and overlay area is 64 out of a possible 100. Any rating below a PCI of 66 warrants a mill and overlay as determined by City policy for the PMP. The average PCI for the area designate for reconstruction is 41 and ranges from 17-57 out of a possible 100. Any rating below a PCI of 35 warrants full reconstruction as determined by City policy for the PMP.

The total estimated project cost is \$1,350,015 with the mill and overlay portion being \$300,206 for 1.01 miles of roadway and the reconstruction portion being \$1,049,809 for 0.49 miles of roadway. Funding sources include the Pavement Management Fund, water connection fund and special assessments.

I recommend passage of the resolution for the 2008 Pavement Management Program, City Project No. 2008-09F – Salem Hills Farm Subdivision Street Reconstruction/Mill and Overlay project to receive the feasibility report, authorize preparation of plans and specifications, and set the public hearing for July 28, 2008.

SWD/kf  
 Attachments: Feasibility Study  
 Resolution

## FEASIBILITY REPORT

### 2008 PAVEMENT MANAGEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

#### PROJECT NO. 2008-09H SALEM HILLS FARM IMPROVEMENTS

#### LOCATION:

Refer to Exhibit 1 for the project location map.

##### Street Improvements

The mill and overlay portion will include 63<sup>rd</sup> Street from Babcock Trail to Bailey Trail, Bailey Trail from 64<sup>th</sup> Street to 65<sup>th</sup> Street, Baker Avenue from 63<sup>rd</sup> Street to 64<sup>th</sup> Street, Ballantine Avenue from 63<sup>rd</sup> Street thru Ballantine Court, Barclay Avenue from 63<sup>rd</sup> Street to 65<sup>th</sup> Street, Beckman Avenue from 160 feet south of 63<sup>rd</sup> Street to Barclay Avenue, and Beckman Court.

The reconstruction portion will include 63<sup>rd</sup> Street from 90 feet west of Bailey Trail to Beckman Avenue, Bailey Trail from 63<sup>rd</sup> Street to 64<sup>th</sup> Street, 125 feet of Barclay Avenue at 63<sup>rd</sup> Street, 150 feet of Beckman Avenue at 63<sup>rd</sup> Street.

#### IMPROVEMENT:

The mill and overlay portion will include full street width, 2-inch deep mill, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, and 2-inch bituminous overlay.

The reconstruction portion will include roadway improvements (bituminous removal, subgrade excavation/ correction, grading, subgrade preparation, roadway geotextile fabric and draitile, 3' granular subgrade, aggregate base, bituminous pavement), concrete curb and gutter removal and replacement, concrete sidewalk replacement/repair along the north side of 63<sup>rd</sup> Street, and appurtenances and restoration.

#### INITIATION:

City Council (Annual Pavement Management Program)

#### PARCELS AFFECTED:

##### Mill & Overlay

74 Single Family Residential Parcels

##### Reconstruction Street Improvements

34 Single Family Residential Parcels

1 Institutional (City)

#### ISSUES:

The streets within the reconstruction portion were platted in stages through two different plats comprised of Salem Hills Farm platted in 1988 and Salem Hills Farm Second Addition platted in 1990. The streets within the reconstruction portion were built around 1988. The streets within the mill and overlay are comprised of both plats and were all built from 1988-1991. The streets have existing concrete curb and gutter. A soil boring report is expected from AET. Initial information provided shows there are silty sands, clayey sands, and clay deposits within the roadbed. However, substantial amounts of clayey sand, lean clay, and sandy lean clay may also exist.

The City's standard local street cross section consists of 4 inches of bituminous pavement, on 6 inches of crushed aggregate base, on 24 inches of granular material, with concrete curb and gutter. The high water table and soil types in this area may warrant 3 feet of granular subbase with roadway fabric and draitile. The following is the preliminary approach considered for the reconstruction portion until the geotechnical report is provided for the final design:

*Sand Sub-base Approach:*

This approach will be used in areas where the in-place subgrade soil is a clayey sand, silty sand, lean clay, or sandy lean clay type. This approach includes a standard sub-cut of 3 foot, backfilled with 3 foot of granular material, 6 inches of aggregate base, and 4 inches of bituminous pavement. Where the organic soils are exposed they will be sub-cut to the underlying inorganic soils or corrected as recommended by AET. Soils which are found to be unstable under the test roll process will be corrected by either sub-cutting and replacement, or with scarification, drying and re-compaction. For street/curb uniformity, AET has recommended that the sub-base should extend beneath the curb.

*Existing Concrete and Bituminous Curb and Gutter:*

Due to the 3-4 of feet of excavation needed to build the reconstruction portion of the roadway and to keep the roadway subgrade homogeneous and drainable, all existing bituminous curb and gutter will be replaced with new B618 concrete curb and gutter in the reconstruction area. For the mill and overlay portion of the project their will be spot replacement of curb as needed.

*Streets, Sidewalks and Driveways:*

Based on the current pavement condition index (PCI) rating for these streets and the overall age of the streets, staff recommends a full reconstruction for portions of the roadway and as a part of the Pavement Management Program (PMP). The average PCI for the area designated for reconstruction is 41 and ranges from 17-57 out of a possible 100. Any rating below a PCI of 35 warrants full reconstruction as determined by City policy for the PMP.

The alignment and width of the streets will remain the same. The boulevard and driveways will be graded as needed to tie into the top of the curb and new turf will be established in areas that are disturbed.

The sidewalk along 63<sup>rd</sup> Street East will be partially replaced or repaired as required. The pedestrian ramps will be upgraded to current ADA standards. Staff will confer with the Parks Department to determine if there is need for connectivity of the trail system along TH 52 with the sidewalk along 63<sup>rd</sup> Street.

Driveways will be disturbed to the extent needed to construction the project and provide reasonable grades when matching into the new curb. The Residential Driveway Restoration Program will be used in the reconstruction portion of the project to allow residents to obtain a credit against their special assessments if they choose to resurface or reconfigure their existing driveway.

Water Main Repair (See Table 5):

The existing water main was installed in 1988-1991 and no major repair is needed. However, the Utility Division recommends replacing the bolts of gate valves with stainless steel bolts in order to avoid the high ground water table from rusting out the existing bolts.

Sanitary Sewer Replacement:

The sanitary sewer beneath the reconstruction area was televised by the City Utility Division Staff. The existing 8-inch clay pipe was found to be adequate. No replacement of the existing system is planned as a part of the reconstruction project.

Storm Sewer Installation:

The existing storm sewer system is adequate. Staff will follow the final AET geotechnical report guidelines on the need for draitile beneath and along the curb line in order to protect the street subgrade in the reconstruction portion of the project. The feasibility report estimate incorporates draitile.

Mill & Overlay:

Based on the current pavement condition index (PCI) rating for these streets and the overall age of the streets, staff recommends a mill and overlay as a part of the Pavement Management Program (PMP). The average PCI for the mill and overlay area is 64 out of a possible 100. Any rating below a PCI of 66 warrants a mill and overlay as determined by City policy for the PMP.

- RIGHT-OF-WAY:** The existing right-of-way is adequate.
- EASEMENTS:** Existing permanent drainage and utility easements are sufficient.
- UNIQUE ITEMS:** N/A

**FEASIBILITY:** The improvement projects as proposed are necessary, cost-effective, and technically feasible. The project, and project elements, should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served.

**SCHEDULE:**

Council Receives Feasibility Report and Schedules Public Improvement Hearing .....	June 23, 2008
Neighborhood Information Meeting .....	July 16, 2008
Public Improvement Hearing and Council Orders Public Improvement Project, Approves Plans and Specifications and Authorizes Advertisement for Bids .....	July 28, 2008
First Advertisement for Bids .....	August 3, 2008
Bid Opening .....	August 28, 2008
Council Considers Contract Award .....	September 8, 2008
Start Construction.....	September 15, 2008
Substantial Completion .....	October 31, 2008
Construction Complete .....	June 1, 2009

**FINANCING:**

<u>Estimated Costs</u>	
Mill & Overlay Project Portion	\$300,206
Reconstruction Project Portion	<u>+\$1,049,809</u>
Subtotal Construction	<b>\$978,272</b>
Construction Contingency	97,287
Engineering	146,741
Fiscal	9,783
Legal	9,783
Administration	29,348
Capitalized Interest	<u>78,261</u>
<b>Total Estimated Project Cost</b>	<b>\$1,350,015</b>

The total project cost includes the following items at a percentage of the construction cost: 10% construction contingency, 15% engineering, 1% fiscal, 1% legal, 3% administrative, and 8% capitalized interest (Refer to Table 1 and 2 for the estimated construction cost per the reconstruction and mill & overlay portions respectively).

**PROJECT FUNDING:** The proposed project will receive funding from several sources. The pavement management fund, the water connection fund and special assessments are anticipated to be utilized to finance this project. The following is a summary of financing sources proposed to be used for the project:

**Pavement Management Fund**

This project is part of the City's annual Pavement Management Program (PMP). Under the approved funding policy for the PMP, the City contributes 20 percent of the total project cost for mill & overlay and reconstruction projects for local streets. Based on previous Council discussions concerning street reconstruction projects, the preliminary assessment calculations assume a 30 percent City contribution. The PMP may also fund a portion of the storm sewer construction that might otherwise not be sustainable if specially assessed (as defined in an assessment analysis from a certified appraiser).

**PROJECT FUNDING:**

**Water Connection Fund**

All costs associated with the replacing of existing hydrants and valves, cutting-in new valves, and relocating any water main as a result of the new storm sewer construction will be funded from the water fund.

**Special Assessments**

The property owners' share of the street reconstruction cost will be funded from special assessments in accordance with Minnesota Statutes Chapter 429.

**STREET ASSESSMENTS**

Reconstruct Estimated Project Cost (\$978,272 x 1.38)	\$1,350,015
100 Percent City Contribution (\$303,330 x 1.38)	<u>- \$418,595</u>
(Includes: striping, pedestrian ramps, and extra street width)	<b>\$931,420</b>
Reconstruction 30 Percent City Contribution	<u>- \$202,094</u>
(\$146,445 x 1.38)	<b>\$729,326</b>
M & O 20 Percent City Contribution (\$37,359 x 1.38)	<u>- \$51,555</u>
	<b>\$677,771</b>

**ESTIMATED TOTAL STREET ASSESSMENT      \$677,771**

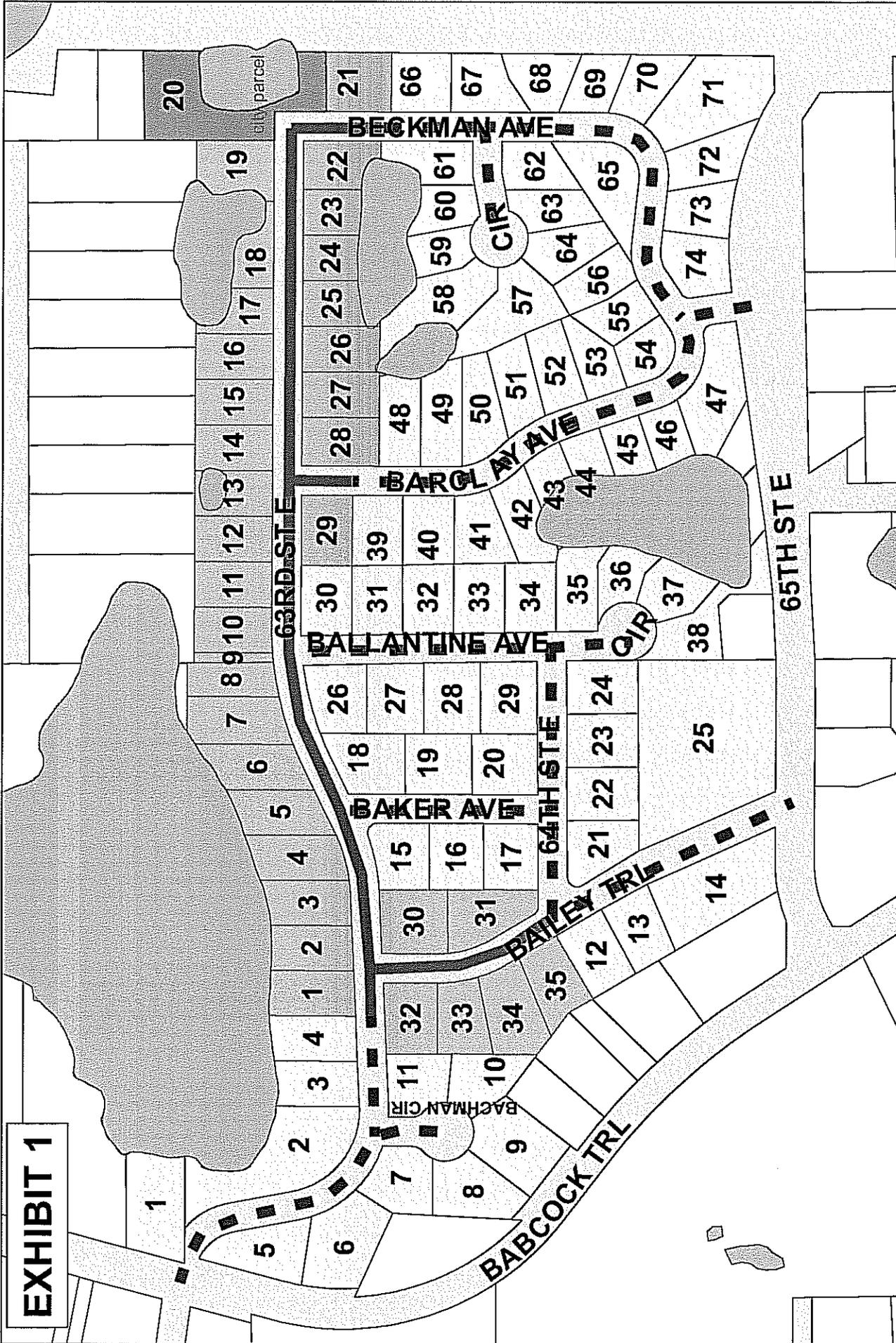
**FUNDING**

Total Estimated Cost	\$ 1,350,015
Utility Fund Contribution	
• Water Main Improvements (3900*1.38)	<u>- 5,382</u>
<b>SUBTOTAL</b>	<b>\$ 1,344,633</b>
Total Street Assessments	<u>-\$677,771</u>
<b>TOTAL PMP FUNDING</b>	<b>\$666,862</b>

Individual parcel assessments are determined using the City's PMP Funding Policy. Single-family residential and Twinhome properties are assessed on a per lot basis. Multi-family, Commercial, Industrial and Institutional properties are assessed on a front footage basis. The equivalent front foot assessment rate for Single-Family Residential and Twinhome properties is one-half that of the Multi-family, Commercial, Industrial, and Institutional properties.

Based upon the past history, for the reconstruction portion of the project the basic Pavement Management Program funding policy results in per lot assessment amounts that might not be sustainable in appeal. A neighborhood assessment analysis is scheduled to be completed prior to the public hearing. Staff will provide funding recommendations at that time.

# EXHIBIT 1



**PARCELS TO BE ASSESSED:**

- CITY PARCEL MILL & OVERLAY
- MILL & OVERLAY
- RECONSTRUCTION

**STREETS TO BE RECONSTRUCTED**

- STREETS
- FOR MILL & OVERLAY

**PROJECT 2008-09F**  
**SALEM HILLS FARMS**  
**RECONSTRUCTION &**  
**MILL & OVERLAY**

1.01 MILES OF CENTERLINE IN MILL & OVERLAY AREA  
 .49 MILES OF CENTERLINE IN RECONSTRUCTION AREA

0 0.005 0.01 0.015 Miles

SOURCE: CITY OF IGH DATA LOCATION IGH/F/PROJECTS\_PUB/LOCATIONS\_PROJECTS\_2008-09F\_SALEM\_HILLS\_FARMS/0809F\_010101.dwg  
 2007-09-04 10:45:00 AM  
 CITY OF INVER GROVE HEIGHTS GIS DEPARTMENT  
 JUNE 2008

TABLE 1  
 PRELIMINARY ESTIMATE AND ASSESSMENT ANALYSIS  
 2008 SALEM HILLS FARMS  
 CITY PROJECT NO. 2008-09F

SCHEDULE A - RECONSTRUCTION

ITEM NO.	MN/DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE	NO. OF	CITY PORTION	NON-CITY PORTION
1	2021.501	MOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00			\$ 3,000.00
2	2104.501	REMOVE CURB AND GUTTER	LF	5803	\$ 3.00	\$ 17,409.00			\$ 17,409.00
3	2104.505	REMOVE CONCRETE SIDEWALK	SY	154	\$ 10.00	\$ 1,540.00	2	\$ 1,540.00	
4	2104.505	REMOVE BITUMINOUS STREET PAVEMENT	SY	10068	\$ 1.00	\$ 10,068.00	1	\$ 1,480.00	\$ 8,588.00
5	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	384	\$ 7.00	\$ 2,688.00			\$ 2,688.00
6	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	408	\$ 7.00	\$ 2,856.00			\$ 2,856.00
7	2104.509	REMOVE CASTING AND RINGS	EA	1	\$ 150.00	\$ 150.00			\$ 150.00
8	2105.501	COMMON EXCAVATION (P)	CY	3535	\$ 8.00	\$ 28,280.00	1	\$ 4,157.16	\$ 24,122.84
9	2105.507	SUBGRADE EXCAVATION	CY	12398	\$ 8.00	\$ 99,184.00	1,4	\$ 42,781.37	\$ 56,402.63
10	2105.522	SELECT GRANULAR BORROW (CV)	CY	12398	\$ 10.00	\$ 123,980.00	1,4	\$ 53,476.71	\$ 70,503.29
11	2105.526	SELECT TOPSOIL BORROW (LV)	CY	505	\$ 20.00	\$ 10,100.00			\$ 10,100.00
12	2211.501	AGGREGATE BASE CLASS 5	TON	317	\$ 10.00	\$ 3,170.00	1	\$ 465.99	\$ 2,704.01
13	2211.501	AGGREGATE BASE CLASS 5 (100% CRUSHED LIMESTONE)	TON	4463	\$ 15.00	\$ 66,945.00			\$ 66,945.00
14	2350.501	TYPE IV/4 WEARING COURSE MIXTURE (B)	TON	1160	\$ 52.00	\$ 60,320.00	1	\$ 8,667.04	\$ 51,452.96
15	2350.502	TYPE LV/3 NON WEARING COURSE MIXTURE (B)	TON	1160	\$ 50.00	\$ 58,000.00	1	\$ 8,526.00	\$ 49,474.00
16	2350.503	TYPE LV/4 WEARING COURSE MIXTURE (B) 2.5" THICK DRIVEWAY	SY	384	\$ 15.00	\$ 5,760.00			\$ 5,760.00
17	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	527	\$ 3.00	\$ 1,581.00	1	\$ 232.41	\$ 1,348.59
18	2502.541	4" PERF PVC PIPE DRAIN	LF	5803	\$ 15.00	\$ 87,045.00	4	\$ 87,045.00	
19	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EA	12	\$ 400.00	\$ 4,800.00	3	\$ 4,800.00	
20	2504.602	REPLACE GATE VALVE NUTS AND BOLTS	EA	10	\$ 300.00	\$ 3,000.00	3	\$ 3,000.00	
21	2504.602	ADJUST GATE VALVE (NEW TOP SECTION)	EA	6	\$ 150.00	\$ 900.00			\$ 900.00
22	2506.602	SALVAGE AND REINSTALL CASTING AND RINGS	EA	34	\$ 300.00	\$ 10,200.00			\$ 10,200.00
23	2506.602	INSTALL CASTING AND RINGS	EA	1	\$ 550.00	\$ 550.00			\$ 550.00
24	2511.605	GEOTEXTILE FILTER FABRIC	SY	10548	\$ 5.00	\$ 52,740.00	4	\$ 52,740.00	
25	2521.501	4" CONCRETE WALK	SY	1388	\$ 2.50	\$ 3,470.00	2	\$ 3,470.00	
26	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	5803	\$ 10.00	\$ 58,030.00			\$ 58,030.00
27	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	408	\$ 35.00	\$ 14,280.00			\$ 14,280.00
28	2573.530	STORM DRAIN INLET PROTECTION	EA	30	\$ 300.00	\$ 9,000.00			\$ 9,000.00
29	2575.505	SODDING TYPE LAWN	SY	4037	\$ 5.00	\$ 20,185.00			\$ 20,185.00
30	SPECIAL	WATER USAGE ALLOWANCE	LS	1	\$ 1,500.00	\$ 1,500.00			\$ 1,500.00
						Total: \$	\$	\$ 272,581.68	\$ 488,149.32
						ROUNDED TOTALS: \$	\$	\$ 272,582.00	\$ 488,149.00

CITY COVERS 30% OF NON-CITY PORTION:

Note 1: The costs associated with bituminous widths over 28' are paid by the City (for 34" bit. Road 14.7% City, 85.3% Non-City).

Note 2: City pays 100% of the cost for this item.

Note 3: Utility Fund pays 100% of cost for this item.

Note 4: City pays for the sand in excess of 2", all drainfills, and fabric.

SUBTOTAL CITY PORTION (CONSTRUCTION):

SUBTOTAL ASSESSED PORTION (CONSTRUCTION):

LEAF (38%)

SUBTOTAL CITY PORTION: \$ 578,256.85

SUBTOTAL ASSESSED PORTION: \$ 471,541.33

CORNER CREDIT: \$ -

TOTAL CITY PORTION: \$ 578,256.85

TOTAL ASSESSED PORTION: \$ 471,541.33

TOTAL PROJECT: \$ 1,049,808.78

CHECKED BY: SWD  
 APPROVED BY: SDT

TABLE 2  
PRELIMINARY ESTIMATE AND ASSESSMENT ANALYSIS  
2008 SALEM HILLS FARMS  
CITY PROJECT NO. 2008-09F

SCHEDULE B - MILL AND OVERLAY

ITEM NO.	MN/DOT NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED PRICE	NO.	CITY PORTION	NON-CITY PORTION
1	2021.501	MOBILIZATION	1	S	2,000.00	2,000.00			\$2,000.00
2	2104.501	REMOVE CURB AND GUTTER	1003	S	5.00	5,015.00			\$5,015.00
3	2104.505	REMOVE CONCRETE SIDEWALK	10	S	10.00	100.00	2	\$100.00	
4	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	20	S	7.00	140.00			\$140.00
5	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	20	S	7.00	140.00			\$140.00
6	2104.509	REMOVE CASTING AND RINGS	2	S	150.00	300.00			\$300.00
7	2105.526	SELECT TOPSOIL BORROW (LV)	44	S	20.00	880.00			\$880.00
8	2232.501	MILL BITUMINOUS SURFACE (2")	21520	S	1.00	21,520.00	1	\$3,163.44	\$18,356.56
9	2350.503	TYPE LV4 WEARING COURSE MIXTURE (B) 2.5" THICK DRIVEWAY	24	S	15.00	360.00			\$360.00
10	2350.505	TYPE LV3 CRACK PATCHING ALONG CURB	1003	S	4.00	4,012.00			\$4,012.00
11	2350.505	TYPE MV4 CRACK PATCHING IN MILLED STREET	100	S	100.00	10,000.00	1	\$1,470.00	\$8,530.00
12	2350.508	TYPE MV4 WEARING COURSE (B)	2604	S	52.00	135,408.00	1	\$19,904.98	\$115,503.02
13	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	24	S	35.00	840.00			\$840.00
14	2537.502	BITUMINOUS MATERIAL FOR TACK COAT	1722	S	3.00	5,166.00	1	\$759.40	\$4,406.60
15	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	11	S	400.00	4,400.00	3	\$4,400.00	
16	2504.602	ADJUST GATE VALVE (NEW TOP SECTION)	2	S	150.00	300.00			\$300.00
17	2506.602	INSTALL CASTING AND RINGS	2	S	550.00	1,100.00			\$1,100.00
18	2508.602	SALVAGE AND REINSTALL CASTING AND RINGS	20	S	300.00	6,000.00			\$6,000.00
19	2508.602	GROUT MANHOLE RINGS	4	S	150.00	600.00			\$600.00
20	2521.501	4" CONCRETE WALK	90	S	5.00	450.00	2	\$450.00	
21	2531.501	CONCRETE CURB & GUTTER DESIGN B618	1003	S	15.00	15,045.00			\$15,045.00
22	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE SIDEWALK)	1	S	500.00	500.00	2	\$500.00	
23	2563.602	TRAFFIC CONTROL	1	S	1,000.00	1,000.00			\$1,000.00
24	2575.505	SODDING TYPE LAWN	353	S	5.00	1,765.00			\$1,765.00
25	SPECIAL	WATER USAGE ALLOWANCE	1	S	500.00	500.00			\$500.00
						Total: \$		\$ 217,541.00	\$ 186,793.18
						ROUNDED TOTALS: \$		\$ 30,748.00	\$ 186,793.00

CITY COVERS 20% OF NON-CITY PORTION:	\$	37,358.60	\$	(37,358.60)
SUBTOTAL CITY PORTION (CONSTRUCTION):	\$	68,106.60	\$	149,434.40
SUBTOTAL ASSESSED PORTION (CONSTRUCTION):	\$	25,880.51	\$	56,785.07
LEAF (38%)	\$	93,987.11	\$	206,219.50
SUBTOTAL CITY PORTION:	\$	-	\$	-
SUBTOTAL ASSESSED PORTION:	\$	300,206.61	\$	300,206.61
CORNER CREDIT:	\$	-	\$	-

CHECKED BY: SWD  
APPROVED BY: SDT

Note 1: The costs associated with bituminous widths over 28" are paid by the City (for 3/4" bit, Road 14.7% City, 85.3% Non-City).  
Note 2: City pays 100% of the cost for this item.  
Note 3: Utility Fund pays 100% of cost for this item.

**TABLE 3  
PRELIMINARY ASSESSMENTS  
2008 SALEM HILLS FARMS  
CITY PROJECT NO. 2008-09F  
RECONSTRUCTION AREA**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	PROPOSED ASSESSMENT
1	206595004006	Single-Family	1875	63RD ST E	LAUREN H & MARIANNE HOWARD	\$12,847.63
2	206595005006	Single-Family	1885	63RD ST E	DAVID C & SUZANNE J ZANICK	\$12,847.63
3	206595006006	Single-Family	1905	63RD ST E	NORWEST BANK MN TSTE A FREILING	\$12,847.63
4	206595007006	Single-Family	1925	63RD ST E	LEONARD LIPINSKI	\$12,847.63
5	206595008006	Single-Family	1945	63RD ST	ROBERT K & PATRICIA SHUBATT	\$12,847.63
6	206595009006	Single-Family	1965	63RD ST E	BRIAN R HOWARD	\$12,847.63
7	206595010006	Single-Family	1975	63RD ST E	JOSIAH C & NANCY M BLAISDELL	\$12,847.63
8	206595011006	Single-Family	1995	63RD ST E	TERRY A & CYNTHIA D STURM	\$12,847.63
10	206595012006	Single-Family	2005	63RD ST E	TIMOTHY J & ALICE A BRUHJELL	\$12,847.63
11	206595013006	Single-Family	2025	63RD ST	MARK A & KIM K P JOHNSON	\$12,847.63
12	206595014006	Single-Family	2045	63RD ST E	NICOL J & JOHN A SONGAS	\$12,847.63
13	206595015006	Single-Family	2065	63RD ST E	JONATHAN L FARACI	\$12,847.63
14	206595016006	Single-Family	2085	63RD ST E	CRAIG A BARTOW	\$12,847.63
15	206595017006	Single-Family	2095	63RD ST E	MICHAEL J & KARI L GRIMES	\$12,847.63
16	206595018006	Single-Family	2115	63RD ST	CATHY L DALTON	\$12,847.63
17	206595019006	Single-Family	2135	63RD ST E	PEDRO & CELIA GRANDE	\$12,847.63
18	206595020006	Single-Family	2155	63RD ST E	BLANE Q & BRIDGET A TETREULT	\$12,847.63
19	206595021006	Single-Family	2185	63RD ST E	JANICE S DARSOW	\$12,847.63
20	206595001000	City			CITY OF INVER GROVE HTS	\$34,721.91
21	206595110003	Single-Family	6310	BECKMAN AVE	RYAN WILSON	\$12,847.63
22	206595007007	Single-Family	2180	63RD ST E	WILLIAM L MCMENOMY	\$12,847.63
23	206595006007	Single-Family	2170	63RD ST E	PAUL JOHNSTON	\$12,847.63
24	206595005007	Single-Family	2150	63RD ST E	KENNETH R & JOAN E PERUSEK	\$12,847.63
25	206595004007	Single-Family	2134	63RD ST	DAVID L & LINDA J PETERSON	\$12,847.63
26	206595003007	Single-Family	2120	63RD ST E	GERALD & DENISE COX	\$12,847.63
27	206595002007	Single-Family	2100	63RD ST E	KENT R & JEANNE A VOELKER	\$12,847.63
28	206595001007	Single-Family	2088	63RD ST E	RICHARD L & MARY A WALLACE	\$12,847.63
29	206595001005	Single-Family	6301	BARCLAY AVE	WILLIAM B & CYNTHIA FOSTER	\$12,847.63
30	206595001002	Single-Family	6326	BAILEY TRL	PATRICK R & SHARON L MARION	\$12,847.63
31	206595002002	Single-Family	6350	BAILEY TRL	GEOFFREY STEVEN EWALD	\$12,847.63
32	206595006001	Single-Family	6325	BAILEY TRL	RODGER O & SHERRYL A ESPESETH	\$12,847.63
33	206595005001	Single-Family	6345	BAILEY TRL	RODNEY B & PATRICIA CHARLES	\$12,847.63
34	206595004001	Single-Family	6365	BAILEY TRL	JAMES M & MELISSA H KING	\$12,847.63
35	206595003001	Single-Family	6385	BAILEY TRL	JOSEPH & MARY JO ALPERT	\$12,847.63
<b>Total:</b>						<b>\$458,693.70</b>

TABLE 4  
PRELIMINARY ASSESSMENTS  
2008 SALEM HILLS FARMS  
CITY PROJECT NO. 2008-09F  
MILL AND OVERLAY AREA

MAP NO.	TAXPIN	TYPE	HOUSE	STREET	NAME	PROPOSED ASSESSMENT
1	200050008205	Single-Family	1785	63RD ST E	EMILE K & RENEE A TADROS	\$ 2,786.75
2	206595001006	Single-Family	1805	63RD ST E	WILLIAM C & MOLLY S PRINGLE	\$ 2,786.75
3	206595002006	Single-Family	1835	63RD ST E	RICHARD H & JOYCE JACKSON	\$ 2,786.75
4	206595003006	Single-Family	1855	63RD ST E	DARRELL E SYKES	\$ 2,786.75
5	206595013001	Single-Family	1800	63RD ST E	JANE E STEVENSON	\$ 2,786.75
6	206595012001	Single-Family	1808	63RD ST E	ALEXANDER & JANE THOMPSON	\$ 2,786.75
7	206595011001	Single-Family	6315	BACHMAN CIR	DAVID W SCHMIDT	\$ 2,786.75
8	206595010001	Single-Family	6335	BACHMAN CIR	STEVEN W & ANNE M ST MARTIN	\$ 2,786.75
9	206595009001	Single-Family	6350	BACHMAN CIR	BRENT & KIM WILLIAMS	\$ 2,786.75
10	206595008001	Single-Family	6336	BACHMAN CIR	JOHN & JEANNE KEMPE	\$ 2,786.75
11	206595007001	Single-Family	6316	BACHMAN CIR	MARK G & BONNIE J KRYZER	\$ 2,786.75
12	206595002001	Single-Family	6405	BAILY TRL	PAUL H & PAMELA J MURRAY	\$ 2,786.75
13	206595001001	Single-Family	6415	BAILEY TRL	JOHN M & LEEANN M BEZEK	\$ 2,786.75
14	200050007004	Single-Family	6465	BAILY TRL	RALPH D TSTE TIEDMAN	\$ 2,786.75
15	206595003002	Single-Family	6321	BAKER AVE	STEVEN J & LISA M GILBERG	\$ 2,786.75
16	206595004002	Single-Family	6351	BAKER AVE	MARK W & KATHLEEN M ZASPEL	\$ 2,786.75
17	206595005002	Single-Family	1921	64TH ST E	BEVERLY U OCONNOR	\$ 2,786.75
18	206595001004	Single-Family	6320	BAKER AVE	RICHARD L JASPERSON	\$ 2,786.75
19	206595002004	Single-Family	6340	BAKER AVE	STEPHEN & STEPHANIE EISEN	\$ 2,786.75
20	206595003004	Single-Family	6380	BAKER AVE	JAMES A & SANDRA K SERVATIUS	\$ 2,786.75
21	206595001003	Single-Family	1920	64TH ST E	MARK C & COLLEEN T HEGSTROM	\$ 2,786.75
22	206595002003	Single-Family	1940	64TH ST E	MICHAEL & JULIANA FRISKE	\$ 2,786.75
23	206595003003	Single-Family	1970	64TH ST E	WILLIAM C & DEBRA UNRUH	\$ 2,786.75
24	206595004003	Single-Family	1986	64TH ST E	CARL E TSTE RISTROM	\$ 2,786.75
25	200050008004	Single-Family	6470	BAILEY TRL	DONALD H LARSEN	\$ 2,786.75
26	206595004004	Single-Family	6305	BALLANTINE AVE	ALAN V GRUNDMEYER	\$ 2,786.75
27	206595005004	Single-Family	6345	BALLANTINE AVE E	JOHN M & MAUREEN C KANE	\$ 2,786.75
28	206595006004	Single-Family	6375	BALLANTINE AVE	PATRICK J & LINDA L FLYNN	\$ 2,786.75
29	206595007004	Single-Family	6395	BALLANTINE AVE	DENNIS & JEAN MOY	\$ 2,786.75
30	206595002005	Single-Family	6304	BALLANTINE AVE	MICHAEL G & DENISE E HOFFMAN	\$ 2,786.75
31	206595003005	Single-Family	6342	BALLANTINE AVE	DOUGLAS M & JANICE L LARSON	\$ 2,786.75
32	206595004005	Single-Family	6362	BALLANTINE	SCOTT A TORSETH	\$ 2,786.75
33	206595005005	Single-Family	6382	BALLANTINE AVE	BARRY J & HEATHER J VAUGHAN	\$ 2,786.75
34	206595006005	Single-Family	6398	BALLANTINE AVE	WALTER J & KAROL J CARLSON	\$ 2,786.75
35	206595109001	Single-Family	6410	BALLANTINE CT	SCOTT R & KATHLEEN A WARD	\$ 2,786.75
36	206595104001	Single-Family	6420	BALLANTINE CT	JEFFREY CHARLES BADE	\$ 2,786.75
37	206595103001	Single-Family	6430	BALLANTINE CT	TIMOTHY J & AMY T DUST	\$ 2,786.75
38	206595102001	Single-Family	6440	BALLENTINE CT	DANIEL H & PAMELA GLENN	\$ 2,786.75
39	206595114001	Single-Family	6321	BARCLAY AVE	SCOTT V & MARYLOUISE STEWART	\$ 2,786.75
40	206595113001	Single-Family	6341	BARCLAY AVE	JEFFREY H & LORI A SWANSON	\$ 2,786.75
41	206595112001	Single-Family	6361	BARCLAY AVE E	GARY D PLOTE	\$ 2,786.75
42	206595111001	Single-Family	6381	BARCLAY AVE	SCOTT W & MICHELE A GEORGE	\$ 2,786.75
43	206595110001	Single-Family	6401	BARCLAY AVE	ROBERT T & CARMEN A MICEK	\$ 2,786.75
44	206595108001	Single-Family	6421	BARKLAY AVE E	JAMES L & BARBARA THEIRL	\$ 2,786.75
45	206595107001	Single-Family	6441	BARCLAY AVE	DOUGLAS D & DENISE M DOWNHOUR	\$ 2,786.75
46	206595106001	Single-Family	6461	BARCLAY AVE	JOHN G GLENDENNING	\$ 2,786.75
47	206595105001	Single-Family	6491	BARCLAY AVE	DEAN K & ANGELA K WENNERBERG	\$ 2,786.75
48	206595101002	Single-Family	6330	BARCLAY AVE	PASQUALE N & JANE M MANCINI	\$ 2,786.75
49	206595102002	Single-Family	6350	BARCLAY ST	BRUCE W & SUSAN C CALHOUN	\$ 2,786.75
50	206595103002	Single-Family	6370	BARCLAY AVE	JOSEPH L MILLS	\$ 2,786.75
51	206595104002	Single-Family	6402	BARKLEY AVE	BRIAN R & KIMBERLY C ROTHE	\$ 2,786.75
52	206595105002	Single-Family	6422	BARCLAY AVE	ALEX G & LAURENE D UHLER	\$ 2,786.75
53	206595106002	Single-Family	6442	BARCLAY AVE	SCOTT A & CHERYL L SCHROEDER	\$ 2,786.75
54	206595107002	Single-Family	6482	BARCLAY AVE	CHRISTOPHER M BECK	\$ 2,786.75
55	206595108002	Single-Family	6495	BECKMAN AVE	GARY A MARION	\$ 2,786.75
56	206595109002	Single-Family	6481	BECKMAN AVE	BOB A ANDERSON	\$ 2,786.75
57	206595114002	Single-Family	6401	BECKMAN AVENUE CT	PHILLIP J & SUE A KROMREY	\$ 2,786.75
58	206595115002	Single-Family	6381	BECKMAN AVENUE CT	AMY J WESTLUND	\$ 2,786.75
59	206595116002	Single-Family	6361	BECKMAN AVENUE CT	MIHAIL TICIU	\$ 2,786.75
60	206595117002	Single-Family	6341	BECKMAN CT	JAY & SARAH OSTER	\$ 2,786.75

TABLE 4  
 PRELIMINARY ASSESSMENTS  
 2008 SALEM HILLS FARMS  
 CITY PROJECT NO. 2008-09F  
 MILL AND OVERLAY AREA

MAP NO.	TAXPIN	TYPE	HOUSE	STREET	NAME	PROPOSED ASSESSMENT
61	206595118002	Single-Family	6321	BECKMAN CT	ALFRED G & CORA R CAYETANO	\$ 2,786.75
62	206595111002	Single-Family	6451	BECKMAN CT	JOSEPH G STRANDLOF	\$ 2,786.75
63	206595112002	Single-Family	6431	BECKMAN AVENUE CT	ALLAN J & WENDY A SCHWIETZ	\$ 2,786.75
64	206595113002	Single-Family	6411	BECKMAN AVENUE CT	JOHN W ZINK	\$ 2,786.75
65	206595110002	Single-Family	6471	BECKMAN AVE	JACK E II & DEANN L CHANDLER	\$ 2,786.75
66	206595109003	Single-Family	6320	BECKMAN AVE	MARK A & VICKI M DUPPONG	\$ 2,786.75
67	206595108003	Single-Family	6390	BECKMAN AVE	DAVID T & LESLIE D SCALES	\$ 2,786.75
68	206595107003	Single-Family	6480	BECKMAN AVE	HARRY JOVET	\$ 2,786.75
69	206595106003	Single-Family	6470	BECKMAN AVE	JOHN & KRISTEN L CHERMAK	\$ 2,786.75
70	206595105003	Single-Family	6472	BECKMAN AVE	CURTIS J KOSTELECKY	\$ 2,786.75
71	206595104003	Single-Family	6474	BECKMAN AVE	KEVIN J & MICHELLE H BINTLIFF	\$ 2,786.75
72	206595103003	Single-Family	6476	BECKMAN AVE E	MURRAY D & MARY L OLSON	\$ 2,786.75
73	206595102003	Single-Family	6478	BECKMAN AVE	STEVEN R & NANCY S LEAFGREN	\$ 2,786.75
74	206595101003	Single-Family	6480	BECKMAN AVE	MEGAN D MUELLER	\$ 2,786.75

Total: \$ 206,219.50

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING THE FEASIBILITY REPORT, AUTHORIZING PREPRATION OF  
PLANS AND SPECIFICATIONS AND SCHEDULING A PUBLIC HEARING FOR THE 2008  
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09F– SALEM HILLS FARM  
SUBDIVISION STREET RECONSTRUCTION/MILL AND OVERLAY

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

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to the 2008 Pavement Management Program for the following project:

Project No.  
2008-09H

Improvement

Street reconstruction, subgrade replacement, draitile, roadway geotextile fabric, sidewalk replacement, bituminous replacement, bituminous milling, bituminous paving, concrete curb and gutter repair, gate valve repair, driveway replacement, restoration and appurtenances on:

Area

63<sup>rd</sup> Street from Babcock Trail to Bailey Trail, Bailey Trail from 64<sup>th</sup> Street to 65<sup>th</sup> Street, Baker Avenue from 63<sup>rd</sup> Street to 64<sup>th</sup> Street, Ballantine Avenue from 63<sup>rd</sup> Street thru Ballantine Court, Barclay Avenue from 63<sup>rd</sup> Street to 65<sup>th</sup> Street, Beckman Avenue from 160 feet south of 63<sup>rd</sup> Street to Barclay Avenue, Beckman Court, 63<sup>rd</sup> Street from 90 feet west of Bailey Trail to Beckman Avenue, Bailey Trail from 63<sup>rd</sup> Street to 64<sup>th</sup> Street, 125 feet of Barclay Avenue at 63<sup>rd</sup> Street, 150 feet of Beckman Avenue at 63<sup>rd</sup> Street..

Said report is hereby received by the City Council of the City of Inver Grove Heights on June 23, 2008.

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

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$ 1,350,015.
2. The City's Engineering Division is hereby designated as the Engineer for the project and shall prepare the final plans and specifications for the project.
3. A public hearing will be held on such improvements at 7:30 p.m. on Monday, July 28, 2008 in the City Council Chambers at 8150 Barbara Avenue and the City clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 23<sup>rd</sup> day of June 2008.

AYES:  
NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving the Feasibility Report, Authorizing Preparation of Plans and Specifications, and Scheduling a Public Hearing for the 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay

Meeting Date: June 23, 2008  
Item Type: Regular  
Contact: Steve Dodge, 651-450-2541  
Prepared by: Steve Dodge, Asst. City Engineer *SWD*  
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, Assessments

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the feasibility report, authorizing preparation of plans and specifications, and scheduling a public hearing for the 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

SUMMARY

The project was initiated by the City's Pavement Management Program (PMP) as approved by the City Council. The bituminous mill and overlay of Cahill Avenue from 200 feet south of Cuneen Trail to Callahan Trail and Brooks Boulevard from Broderick Boulevard to Cahill Avenue will include a full street width 2-inch deep mill, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, replacement of disturbed traffic signal loop detectors, 2-inch bituminous overlay, and striping. A detailed project description is included in the attached feasibility report.

These streets were constructed in 1993 and 1994. The pavement condition index (PCI) for these streets was assessed three years ago at 81 and 87 out of a possible 100. Any rating between a PCI of 35 and 66 warrants a mill and overlay as determined by City policy for the PMP. Since the last pavement assessment, significant wearing course failure has occurred. The City retained American Engineering and Testing (AET) to take core samples on both streets analyze them and report back to the City with recommendations. In their May 7, 2008 report, AET recommended a two inch depth mill and overlay due to the wearing course layer having insufficient density. The binder and base bituminous courses were found to be in good condition with proper densities. Therefore, staff recommends a mill and overlay as a part of the PMP based on AET's technical report and analysis.

The total estimated project cost is approximately \$410,000 including legal, engineering, administration, financing, and contingencies. Funding sources include the Pavement Management Fund and special assessments.

I recommend passage of the resolution receiving the feasibility report, authorizing preparation of plans and specifications, and calling for a public hearing on July 28, 2008, for the 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

SWD/kf  
Attachments: Feasibility Study  
Resolution

# FEASIBILITY REPORT

## 2008 PAVEMENT MANAGEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

### PROJECT NO. 2008-09G CAHILL AVENUE BROOKS BOULEVARD MILL AND OVERLAY PROJECT

- LOCATION:** Refer to Exhibit 1 for the project location.
- Area:  
Cahill Avenue from 200 ft South of Cuneen Trail to Callahan Trail.  
Brooks Boulevard from Broderick Boulevard to Cahill Avenue
- IMPROVEMENT:** The bituminous mill and overlay of Cahill Avenue and Brooks Boulevard will include a full street width 2-inch deep mill, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, 2-inch bituminous overlay, and striping.
- INITIATION:** City Council (Annual Pavement Management Program)
- PARCELS AFFECTED:** Refer to Exhibit 1.
- 1 Single Family, 4 Institutional, 3 Commercial, and Multi-Family.
- ISSUES:** This project is part of the City's annual Pavement Management Program (PMP). This section of Cahill Avenue was constructed in 1993. The average pavement condition index (PCI) for Cahill Avenue is 81 out of a possible 100. Brooks Boulevard was constructed in 1994. The average pavement condition index (PCI) for Brooks Boulevard is 88 out of a possible 100. The last time the pavement was surveyed for both streets was 3 years ago and since that time significant wearing course failure has occurred. On April 10, 2008 American Engineering and Testing (AET) took core samples on both streets analyzed them and reported back to the City with recommendations. In their May 7, 2008 report, AET recommended a two inch depth mill and overlay due to the wearing course layer having insufficient density. For this reason, staff recommends a mill and overlay as a part of the PMP.
- RIGHT-OF-WAY:** The existing right-of-way is adequate.
- EASEMENTS:** None are required.
- FEASIBILITY:** The improvement project as proposed is necessary, cost-effective, and technically feasible. The project and it's elements should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served.

<b>SCHEDULE:</b>	Council Receives Feasibility Report, Authorizes Preparation of Plans and Specifications and Orders Public Improvement Hearing.....June 23, 2008 Public Improvement Hearing and Council Orders Public Improvement Project, Approves Plans and Specifications and Authorizes Advertisement for Bids.....July 28, 2008  First Advertisement for Bids.....August 3-4, 2008 Bid Opening.....August 27, 2008 Council Considers Contract Award.....September 8, 2008 Start Construction .....September 2008 Substantial Completion.....October 24, 2008 Final Completion.....May 15, 2009
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<b>FINANCING:</b>	<u>Estimated Costs</u> Total Construction                                 \$297,020 Construction Contingency                         \$29,702 Engineering   \$44,553 Fiscal    \$2,970 Legal   \$2,970 Administration                                       \$8,911 Capitalized Interest <u>\$23,762</u>  <b>Total Estimated Project Cost                 \$409,888</b>
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The total project cost includes the following items at a percentage of the construction cost: 10% construction contingency, 15% engineering, 1% fiscal, 1% legal, 3% administrative, and 8% capitalized interest (Refer to Table 1).

**PROJECT FUNDING:** The project will be funded from special assessments and from the Pavement Management Fund (440).

The special assessments occur to the benefited properties in accordance with Minnesota Statutes Chapter 429. Under the approved funding policy for the PMP, the City portion consist of at least 20 percent of the assessable project cost, plus extra bituminous width, corner credits, and adding in the 100 percent City contribution items such as striping and pedestrian curb ramps.

On streets that are on the City's Municipal State Aid System, County Roads or Highways, or designated as higher volume than a typical local street, the assessments are based on the cost for a typical local street. For example, Cahill Ave has a 48 foot wide bituminous mat. The City would pay for the difference between the width of a typical local street (29 foot bituminous mat) and the actual street (48 feet), plus 20 percent of the cost of the local street.

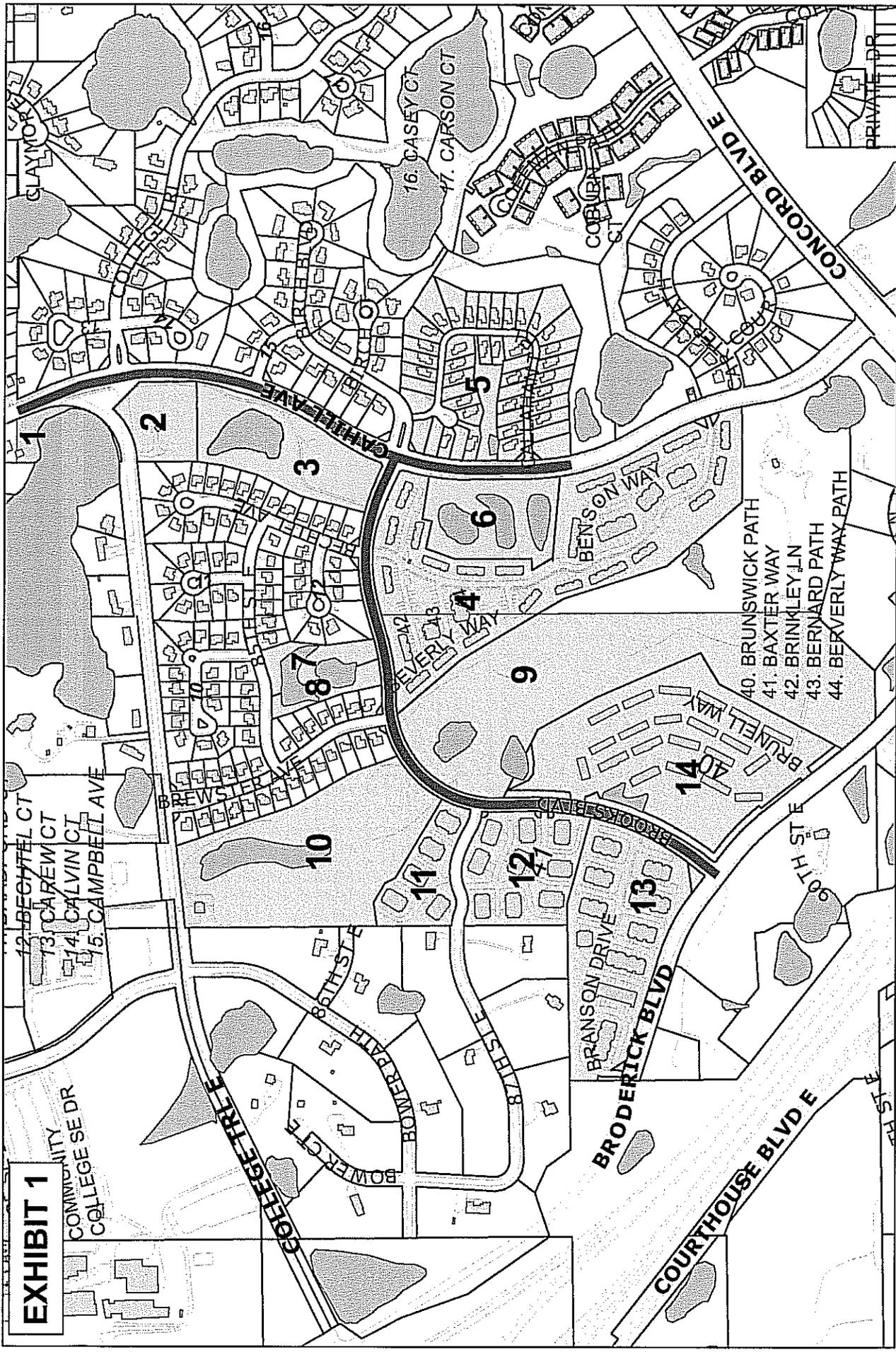
**STREET ASSESSMENTS**

Total Estimated Project Cost (\$297,020 x 1.38)	\$409,888
100 Percent City Contribution (\$66,570 x 1.38)	<u>- \$91,867</u>
(Includes: striping, pedestrian ramps, and extra street width)	\$318,021
20 Percent City Contribution (\$46,090 x 1.38)	<u>- \$63,604</u>
	\$254,417
Corner Credit Contribution	<u>- \$21,244</u>
	\$233,173
<b>ESTIMATED TOTAL STREET ASSESSMENT</b>	<b>\$233,173</b>

The proposed funding allocation is:

Special Assessments	\$233,173
Pavement Management Fund	<u>+ \$176,775</u>
<b>TOTAL</b>	<b>\$409,888</b>

Individual parcel assessments are determined using the City's PMP Funding Policy. Multi-family, Commercial, Industrial and Institutional properties are assessed on a front footage basis. The proposed assessments are listed in Table 2.



**EXHIBIT 1**

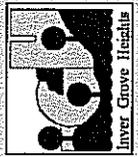
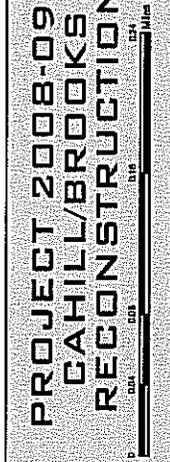
COMMUNITY COLLEGE SE DR  
 12. BECHTEL CT  
 13. CAREW CT  
 14. CALVIN CT  
 15. CAMPBELL AVE

- PARCELS TO BE ASSESSED:**
- SINGLE-FAMILY
  - BUSINESS, MULTI-FAMILY, INSTITUTIONAL
  - CITY PARCELS

**STREETS TO BE RECONSTRUCTED**

1.03 MILES OF CENTERLINE IN RECONSTRUCTION AREA

**PROJECT 2008-09G  
 CAHILL/BROOKS  
 RECONSTRUCTION**



SOURCE: CITY OF INVER GROVE HEIGHTS GIS DEPARTMENT  
 DATE: 06/2008  
 PROJECT: PUBLIC WORKS  
 DRAWING: 2008-09G  
 CITY OF INVER GROVE HEIGHTS  
 GIS DEPARTMENT  
 JUNE 2008



TABLE 1  
PRELIMINARY ESTIMATE AND ASSESSMENT ANALYSIS  
2008 CAHILL BROOKS MILL AND OVERLAY PROJECT  
CITY PROJECT NO. 2008-09G

ITEM NO.	MWDOT NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE	NO	CITY PORTION	NON-CITY PORTION	
1	2021.501	MOBILIZATION	LS	1.0	\$ 5,000.00	\$ 5,000.00			\$ 5,000.00	
2	2104.501	REMOVE CURB AND GUTTER	LF	1,051	\$ 3.00	\$ 3,153.00			\$ 3,153.00	
3	2104.505	REMOVE CONCRETE SIDEWALK	SY	175	\$ 7.00	\$ 1,225.00	2	\$ 1,225.00		
4	2104.505	REMOVE BITUMINOUS PATH PAVEMENT	SY	85	\$ 7.00	\$ 595.00			\$ 595.00	
5	2104.505	REMOVE CONCRETE PAVEMENT	SY	60	\$ 12.00	\$ 720.00			\$ 720.00	
6	2105.526	SELECT TOPSOIL BORROW (LV)	CY	539	\$ 20.00	\$ 10,780.00			\$ 10,780.00	
7	2232.501	MILL BITUMINOUS SURFACE (2")	SY	22,598	\$ 0.85	\$ 19,208.30	1	\$ 4,782.87	\$ 14,425.43	
8	2350.505	TYPE LV3 CRACK PATCHING ALONG CURB	LF	1,051	\$ 4.00	\$ 4,204.00			\$ 4,204.00	
9	2350.505	TYPE MV4 CRACK PATCHING IN MILLED STREET	TON	100	\$ 100.00	\$ 10,000.00	1	\$ 2,490.00	\$ 7,510.00	
10	2350.508	TYPE MV4 WEARING COURSE (B)	TON	2,734	\$ 52.00	\$ 142,168.00	1	\$ 35,399.63	\$ 106,768.37	
11	2350.508	TYPE LV4 BITUMINOUS MIXTURE FOR PATHS (2.5")	SY	36	\$ 15.00	\$ 540.00	2	\$ 540.00		
12	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,808	\$ 2.50	\$ 4,520.00	1	\$ 1,125.48	\$ 3,394.52	
13	2504.602	ADJUST GATE VALVE	EA	5	\$ 150.00	\$ 750.00			\$ 750.00	
14	2506.522	ADJUST FRAME & RING CASTING (NEW RINGS)	EA	20	\$ 500.00	\$ 10,000.00			\$ 10,000.00	
15	2506.602	GROUT MANHOLE RINGS	EA	5	\$ 150.00	\$ 750.00			\$ 750.00	
16	2521.501	4" CONCRETE WALK	SF	665	\$ 3.00	\$ 2,055.00	2	\$ 2,055.00		
17	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	1,051	\$ 15.00	\$ 15,765.00			\$ 15,765.00	
18	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE SIDEWALK)	EA	17	\$ 500.00	\$ 8,500.00	2	\$ 8,500.00		
19	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE BIKE PATH)	EA	9	\$ 750.00	\$ 6,750.00	2	\$ 6,750.00		
20	2531.604	6" CONCRETE FLATWORK	SY	50	\$ 30.00	\$ 1,500.00			\$ 1,500.00	
21	2531.618	8" CONCRETE VALLEY GUTTER	SF	80	\$ 6.00	\$ 480.00			\$ 480.00	
22	2563.602	TRAFFIC CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00			\$ 1,000.00	
23	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) LATEX	EA	2	\$ 45.00	\$ 90.00	2	\$ 90.00		
24	2582.502	LINEAR MARKINGS 4" WIDTH LATEX SOLID WHITE	LF	165	\$ 0.25	\$ 41.25	2	\$ 41.25		
25	2582.502	LINEAR MARKINGS 9" WIDTH LATEX SOLID WHITE	LF	981	\$ 1.50	\$ 1,471.50	2	\$ 1,471.50		
26	2582.502	LINEAR MARKINGS 18" WIDTH LATEX SOLID WHITE	LF	49	\$ 2.00	\$ 98.00	2	\$ 98.00		
27	2582.502	LINEAR MARKINGS 4" WIDTH LATEX BROKEN WHITE	LF	1100	\$ 0.15	\$ 165.00	2	\$ 165.00		
28	2582.502	LINEAR MARKINGS 4" LATEX SOLID DOUBLE YELLOW	LF	5256	\$ 0.35	\$ 1,839.60	2	\$ 1,839.60		
29	2575.505	SODDING TYPE LAWN	SF	4315	\$ 10.00	\$ 43,150.00			\$ 43,150.00	
30	SPECIAL	WATER USAGE ALLOWANCE	LS	1	\$ 500.00	\$ 500.00			\$ 500.00	
<b>TOTALS:</b>							\$ 297,018.65	\$	\$ 66,573.53	\$ 230,445.12
<b>ROUNDED TOTALS:</b>							\$ 297,020.00	\$	\$ 66,570.00	\$ 230,450.00

Note 1: The costs associated with bluminous widths over 28' are paid by the City

(for 41" bit. Ford 24.5% City, 75.1% Non-City).

Note 2: City pays 100% of the cost for this item.

CITY COVERS	20%	OF NON-CITY PORTION:
SUBTOTAL CITY PORTION (CONSTRUCTION):	\$	\$ 112,667.60
SUBTOTAL ASSESSED PORTION (CONSTRUCTION):	\$	\$ 155,470.80
LEAF (38%)	\$	\$ 42,810.80
SUBTOTAL CITY PORTION:	\$	\$ 26,541.00
SUBTOTAL ASSESSED PORTION:	\$	\$ 227,873.89
CORNER CREDIT:	\$	\$ (26,541.00)
TOTAL CITY PORTION:	\$	\$ 182,013.71
TOTAL ASSESSED PORTION:	\$	\$ 227,873.89
TOTAL PROJECT:	\$	\$ 409,887.60

CHECKED BY: SWD  
APPROVED BY: SAT

**TABLE 2**  
**PRELIMINARY ASSESSMENTS**  
**2008 CAHILL BROOKS MILL AND OVERLAY**  
**CITY PROJECT NO. 2008-09G**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
5	201185129001	Multi-Family	8744	CALLAHAN TRL	LYN K BOCKERT	16.44	3.07	13.37	\$ 39.32	\$ 525.68
5	201185118001	Multi-Family	8718	CALLAHAN TRL	THOMAS L & KRISTI J SULLIVAN	16.44	3.07	13.37	\$ 39.32	\$ 525.68
5	201185115001	Multi-Family	8704	CALLAHAN TRL	RAYMOND P GOLLON	16.44	3.07	13.37	\$ 39.32	\$ 525.68
5	201185117001	Multi-Family	8714	CALLAHAN TRL	WAYNE A & JOANN J DAVIS	16.44	3.07	13.37	\$ 39.32	\$ 525.68
5	201185116001	Multi-Family	8708	CALLAHAN TRL	JOHN E & ELIZABETH A KUNERT	16.44	3.07	13.37	\$ 39.32	\$ 525.68
10	201187501001	Commercial			ARBOR POINTE GOLFCLUB INC	267.60	0.00	267.60	\$ 39.32	\$ 10,522.03
6	202565001000	City			CITY OF INVER GROVE HGTS	117.68	0.00	117.68	\$ 39.32	\$ 4,627.18
7	205487007000	City			CITY OF INVER GROVE HGTS	85.80	0.00	85.80	\$ 39.32	\$ 3,373.66
8	205489008000	City			CITY OF INVER GROVE HGTS	115.07	0.00	115.07	\$ 39.32	\$ 4,524.65
9	201187501002	Commercial			ARBOR POINTE GOLFCLUB INC	600.28	135.00	465.28	\$ 39.32	\$ 18,294.81
4	202565000104	Multi-Family	8595	BRINKLEY LN	JAMES F CARLIER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565000504	Multi-Family	8603	BRINKLEY LN	KEVIN A JOHNSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001704	Multi-Family	8587	BRINKLEY LN	DOUGLAS G TSTE KUCHERA	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565000204	Multi-Family	8597	BRINKLEY LN	ANN C REGAL	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565000604	Multi-Family	8605	BRINKLEY LN	MARK W & AUBREY L BORK	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565000804	Multi-Family	8609	BRINKLEY LN	DAVID J RIVARD	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001804	Multi-Family	8589	BRINKLEY LN	EMMETT W MARTINEAU	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565000304	Multi-Family	8599	BRINKLEY LN	PATRICIA E GORMAN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565000704	Multi-Family	8607	BRINKLEY LN	HENRY A TAWIAH	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001904	Multi-Family	8591	BRINKLEY LN	RYAN D CROSSBY	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565000404	Multi-Family	8601	BRINKLEY LN	STANLEY F TSTE MACHOVEC	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002004	Multi-Family	8593	BRINKLEY LN	SUHAIL ANJUM	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565000904	Multi-Family	8611	BRINKLEY LN	NANCY DAYLE BRIGHT	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001004	Multi-Family	8613	BRINKLEY LN	EDWARD REYES	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002904	Multi-Family	8598	BRINKLEY LN	DEBORAH J PLAN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001304	Multi-Family	8604	BRINKLEY LN	TIMOTHY GARDNER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001104	Multi-Family	8615	BRINKLEY LN	DOUGLAS P SMART	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565003004	Multi-Family	8594	BRINKLEY LN	SUZANNE E FISCHER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001404	Multi-Family	8606	BRINKLEY LN	LINDA K CHRISTIANSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001204	Multi-Family	8617	BRINKLEY LN	TIMOTHY & LORI ANN HOLDEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565003104	Multi-Family	8592	BRINKLEY LN	ALICIA M LYSNE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001504	Multi-Family	8608	BRINKLEY LN	MICHELE L MCVENES	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002204	Multi-Family	8588	BRINKLEY LN	SHARON M HARRIS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565001604	Multi-Family	8610	BRINKLEY LN	NYUK YEE GORES	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565003304	Multi-Family	8641	BERNARD PATH	ALEXANDER K DUNLOP	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565004104	Multi-Family	8636	BECHTEL AVE	SUZAN L MUELLER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565003604	Multi-Family	8655	BERNARD PATH	JANICE I ADKINS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565003404	Multi-Family	8645	BERNARD PATH	BRAD E PRICE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565004204	Multi-Family	8644	BECHTEL AVE	DEANN K SALLEY	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565004304	Multi-Family	8650	BECHTEL AVE	KATHRYN J JOHANNES	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565003504	Multi-Family	8651	BERNARD PATH	BARBARA O'BRIEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565004404	Multi-Family	8658	BECHTEL AVE	FRANKLIN P ELLERING	7.87	0.85	7.01	\$ 39.32	\$ 275.74

**TABLE 2**  
**PRELIMINARY ASSESSMENTS**  
**2008 CAHILL BROOKS MILL AND OVERLAY**  
**CITY PROJECT NO. 2008-09G**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
4	202565005704	Multi-Family	8652	BERNARD PATH	ROBERT W & PATRICIA BARRY	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565005804	Multi-Family	8646	BERNARD PATH	MICHAEL J AUGE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565005904	Multi-Family	8640	BERNARD PATH	HOLLY S DENZER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006004	Multi-Family	8634	BERNARD PATH	DARLENE M & NICHOLAS HUESER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006104	Multi-Family	8664	BEVERLY WAY	CARLEEN B SCHMIDT	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006204	Multi-Family	8676	BEVERLY WAY	WILLIAM G & JANICE E MADOUROS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006304	Multi-Family	8668	BEVERLY WAY	TIMOTHY J & LORI A HOLDEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006404	Multi-Family	8664	BECHTEL AVE	SHARON M ERICKSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006504	Multi-Family	8672	BECHTEL WAY	DELWYN T & AMY WILLIAMS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006604	Multi-Family	8674	BEVERLY WAY	KARIN A GUNDERSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006704	Multi-Family	8678	BECHTEL AVE	KELLY A ALLEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006804	Multi-Family	8686	BECHTEL AVE	HAROLD & MARJORIE LANG	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565006904	Multi-Family	8679	BEVERLY WAY	KORINE S WILLIAMS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007004	Multi-Family	8675	BEVERLY WAY	GARRETT B SANDQUIST	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007104	Multi-Family	8669	BEVERLY WAY	TIMOTHY J HOLDEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007204	Multi-Family	8665	BEVERLY WAY	JOHN D DAHL	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007304	Multi-Family	8693	BECHTEL AVE	ELISHA CORNELL	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007404	Multi-Family	8692	BECHTEL AVE	DIANE E MCGRANE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007504	Multi-Family	8688	BECHTEL AVE	CARLA G HORNIER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007604	Multi-Family	8679	BECHTEL AVE	ELIZABETH H CONNAUGHTY	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007704	Multi-Family	8706	BECHTEL AVE	KAJ HOLDINGS LLC	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007804	Multi-Family	8701	BECHTEL AVE	ANTHONY P & KAREN M THEISEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565007904	Multi-Family	8714	BECHTEL AVE	HEATHER HILLSTROM	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008004	Multi-Family	8709	BECHTEL AVE	JAMES G AHLER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008104	Multi-Family	8715	BECHTEL AVE	ELLEN M CHALIFOUX	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008204	Multi-Family	8723	BECHTEL AVE	MANDY M GOODWILL	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008304	Multi-Family	8725	BECHTEL AVE	PETER G LINDSTAM	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008404	Multi-Family	8727	BECHTEL AVE	DAVID G II MOREHOUSE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008504	Multi-Family	8736	BECHTEL AVE	EILEEN M HANSEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008604	Multi-Family	8730	BECHTEL AVE	STEVEN P KAISER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008704	Multi-Family	8729	BECHTEL AVE	STEVEN B	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008804	Multi-Family	8734	BECHTEL AVE	JEREMY C HOLLINGSWORTH	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565008904	Multi-Family	8728	BECHTEL AVE	KAREN SCHADENDORF	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565009004	Multi-Family	8748	BECHTEL AVE	LYNNE WESTERGREEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565009104	Multi-Family	8731	BECHTEL AVE	DAVID & SUSAN TIMMONS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565009204	Multi-Family	8726	BECHTEL AVE	KRISTA L FREDERICKSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565009304	Multi-Family	8732	BECHTEL AVE	BLAINE J BESTE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565009404	Multi-Family	8746	BECHTEL AVE	MAUREEN MARLOW	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565009504	Multi-Family	8744	BECHTEL AVE	JUDITH L HENNESSEY	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565009604	Multi-Family	8742	BECHTEL AVE	ANNETTE L PENNING	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565009704	Multi-Family	8742	BECHTEL AVE	AMIT JONGPHE	7.87	0.85	7.01	\$ 39.32	\$ 275.74

**TABLE 2**  
**PRELIMINARY ASSESSMENTS**  
**2008 CAHILL BROOKS MILL AND OVERLAY**  
**CITY PROJECT NO. 2008-09G**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
4	202568010904	Multi-Family	8744	BECHTEL AVE	JOHN J FERGUSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011204	Multi-Family	8738	BECHTEL AVE	MICHELE L HAEGLE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568012504	Multi-Family	8740	BENSON WAY	ADAM & DANIELLE V MATHIAS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568013704	Multi-Family	8733	BECHTEL AVE	JIMMY F & JACQUELINE ROGERS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011304	Multi-Family	8736	BECHTEL AVE	LINDA JO HESS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011004	Multi-Family	8742	BECHTEL AVE	VIRGINIA R TSTE STAWARZ	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568012604	Multi-Family	8738	BENSON WAY	LISA M GOLLON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011404	Multi-Family	8734	BECHTEL AVE	REBECCA A TROST	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011104	Multi-Family	8740	BECHTEL AVE	JANET E MATHIEWS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568013804	Multi-Family	8735	BECHTEL AVE	DAVID J SAGE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568013904	Multi-Family	8737	BECHTEL AVE	CARRIE L RICHARDS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011504	Multi-Family	8737	BENSON WAY	KENNETH A RECKER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011604	Multi-Family	8739	BENSON WAY	SEAN R MICHAELIS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568014004	Multi-Family	8739	BECHTEL AVE	JOHN C KOLDEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011704	Multi-Family	8741	BENSON WAY	FREWOINI HAILE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011804	Multi-Family	8743	BENSON WAY	DANIEL R MOON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568014104	Multi-Family	8741	BECHTEL AVE	BENJAMIN K NELSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568014204	Multi-Family	8743	BECHTEL AVE	CAROL J STERNBERG	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568011904	Multi-Family	8745	BENSON WAY	HEIDI SAPP	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568010304	Multi-Family	8760	BENSON WAY	LEE E & HEIDI J HAVEMEIER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568010704	Multi-Family	8752	BENSON WAY	ZACHARY J BOHLKEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568012004	Multi-Family	8747	BENSON WAY	KARLEEN D MALMGREN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568010804	Multi-Family	8750	BENSON WAY	MICHAEL K & MARCIA K BUCK	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568010404	Multi-Family	8758	BENSON WAY	TERESA M LUBY	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568010504	Multi-Family	8756	BENSON WAY	THOMAS PIERE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568014504	Multi-Family	8749	BECHTEL AVE	RUTH A BRUGGEMAN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568014304	Multi-Family	8745	BECHTEL AVE	THOMAS J III SPANIOL	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009504	Multi-Family	8752	BECHTEL AVE	ERIC CAULFIELD	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568010604	Multi-Family	8754	BENSON WAY	JASON R LINDAHL	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009904	Multi-Family	8751	BENSON WAY	SUZANNE R LUNDSTROM	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009604	Multi-Family	8750	BECHTEL AVE	MONICA M WECHSLER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568010004	Multi-Family	8753	BENSON WAY	LINDA K GREEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568014404	Multi-Family	8747	BECHTEL AVE	WILLIAM E SHERCK	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568014604	Multi-Family	8751	BECHTEL AVE	TERRY J JOHNSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009704	Multi-Family	8748	BECHTEL AVE	PETER T & PAMELA J SANFORD	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009804	Multi-Family	8746	BECHTEL AVE	BRENDA J THURMES	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568010104	Multi-Family	8755	BENSON WAY	AUDREY L HEUPEL	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568010204	Multi-Family	8757	BENSON WAY	JENNIFER L THURMES	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568008704	Multi-Family	8760	BECHTEL AVE	ERIN M MCGUIRE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568008104	Multi-Family	8772	BENSON WAY	KAJ INVESTMENTS LLC	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009804	Multi-Family	8758	BECHTEL AVE	TIMOTHY J LISSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568008204	Multi-Family	8770	BENSON WAY	LINDA D KLOSOWSKI	7.87	0.85	7.01	\$ 39.32	\$ 275.74

**TABLE 2**  
**PRELIMINARY ASSESSMENTS**  
**2008 CAHILL BROOKS MILL AND OVERLAY**  
**CITY PROJECT NO. 2008-09G**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
4	202568008904	Multi-Family	8756	BECHTEL AVE	EVANGALINE M CALVIN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568114704	Multi-Family	8753	BECHTEL AVE	GERI C MILLAN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568008904	Multi-Family	8768	BENSON WAY	CHARLES P DOYLE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009004	Multi-Family	8754	BECHTEL AVE	DANETTE M WEBER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568008404	Multi-Family	8766	BENSON WAY	LINDA L BALDER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009104	Multi-Family	8761	BENSON WAY	MICHAEL J MCCABE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568114804	Multi-Family	8755	BECHTEL AVE	BARBARA A KAMMEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568008504	Multi-Family	8764	BENSON WAY	RICHARD J & ELAINE B MANNING	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009204	Multi-Family	8763	BENSON WAY	CLINT C & CATHERINE FRITTER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568008604	Multi-Family	8762	BENSON WAY	SHARON M SCHMIDT	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568114904	Multi-Family	8757	BECHTEL AVE	JEANNIE GATLIN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009304	Multi-Family	8765	BENSON WAY	FELICIA N MARTINEZ	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568009404	Multi-Family	8767	BENSON WAY	JEFFREY T VARS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568115004	Multi-Family	8759	BECHTEL AVE	DIANE M PETERS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568115104	Multi-Family	8761	BECHTEL AVE	EVONNE PITZL	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568115304	Multi-Family	8765	BECHTEL AVE S	DARREN JOHNSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568115504	Multi-Family	8769	BECHTEL AVE	PETER J SANSTEAD	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568115704	Multi-Family	8773	BECHTEL AVE	JAMES A ALLEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568115904	Multi-Family	8763	BECHTEL AVE	DAVID MURRAY	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568115404	Multi-Family	8767	BECHTEL AVE	KEVIN J & CARLA J REECK	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568115604	Multi-Family	8771	BECHTEL AVE	BRIAN D MADSEN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202568115804	Multi-Family	8775	BECHTEL AVE	DEAN A & DOROTHY T STEPAN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202566002104	Multi-Family	8579	BRINKLEY LN	JANICE ANN BYE	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002404	Multi-Family	8565	BRINKLEY LN	JENNIFER LYN HELM	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002204	Multi-Family	8561	BRINKLEY LN	ENRIQUE FRANCO	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002304	Multi-Family	8563	BRINKLEY LN	LORI A GUSTAFSON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002504	Multi-Family	8605	BEVERLY WAY	LINDSEY ROGERS	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002604	Multi-Family	8609	BRINKLEY WAY	JAMES J MARASCUILO	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565003704	Multi-Family	8596	BRINKLEY LN	SEAN M MITRICKSKA	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002704	Multi-Family	8615	BEVERLY WAY	JEFF KAPHING	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565002804	Multi-Family	8619	BEVERLY WAY	BRIAN T NORDIN	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565003804	Multi-Family	8582	BRINKLEY LN	KRISTINE N HUFF	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565003904	Multi-Family	8631	BERNARD PATH	THOMAS V & ROBIN R STANTON	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565004004	Multi-Family	8635	BERNARD PATH	MICHAEL P HUSNIK	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565004904	Multi-Family	8625	BEVERLY WAY	CAROL ANN SCHNEIDER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565005004	Multi-Family	8629	BEVERLY WAY	VICTORIA L REECK	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565005104	Multi-Family	8635	BEVERLY WAY	SUSAN JAMBOR	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565005204	Multi-Family	8639	BEVERLY WAY	DONNA L G SCHICK	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565005304	Multi-Family	8645	BEVERLY WAY	THOMAS J & LINDA M MCMONIGAL	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565005404	Multi-Family	8649	BEVERLY WAY	BRIAN F DRAPER	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565005504	Multi-Family	8655	BEVERLY WAY	CHAD VERSTEEG	7.87	0.85	7.01	\$ 39.32	\$ 275.74
4	202565005604	Multi-Family	8659	BEVERLY WAY	ROBERT M MCLEAN	7.87	0.85	7.01	\$ 39.32	\$ 275.74

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 PRELIMINARY ASSESSMENTS  
 2008 CAHILL BROOKS MILL AND OVERLAY  
 CITY PROJECT NO. 2008-09G

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
14	201177710102	Multi-Family	8732	BRUNELL WAY	MATTHEW D CLANCY	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710202	Multi-Family	8736	BRUNELL WAY	SUSAN M KREIDLER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710302	Multi-Family	8740	BRUNELL WAY	MARY E REKUSKI	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710402	Multi-Family	8744	BRUNELL WAY	MICHAEL A BAUER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710502	Multi-Family	8748	BRUNELL WAY	TRAVIS J KREUZIGER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710602	Multi-Family	8752	BRUNELL WAY	RICHARD S VASQUEZ	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720102	Multi-Family	8756	BRUNELL WAY	MICHAEL A BAUER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720202	Multi-Family	8760	BRUNELL WAY	DANIEL J & RACHEL M POLSKI	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720302	Multi-Family	8764	BRUNELL WAY	JOHN W GIBSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720402	Multi-Family	8768	BRUNELL WAY	KATHRINE M & BRIAN A OXFORD	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177750103	Multi-Family	8745	BRUNELL WAY	SHAWN MAYER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720502	Multi-Family	8772	BRUNELL WAY	JULIE ANN HANSEL	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177750203	Multi-Family	8741	BRUNELL WAY	LARS WACH	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720602	Multi-Family	8776	BRUNELL WAY	DONNA L JOHANNIS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177750303	Multi-Family	8737	BRUNELL WAY	PAUL N BARTL	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177750403	Multi-Family	8733	BRUNELL WAY	MARK B LANDREVILLE	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177730102	Multi-Family	8780	BRUNELL WAY	ROBERT TSTE POHLMAN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760503	Multi-Family	8779	BRUNELL WAY	ANGELA R CARTER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177730202	Multi-Family	8784	BRUNELL WAY	RYAN A & SARAH B DIECKBERND	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760403	Multi-Family	8783	BRUNELL WAY	JULIE A LOSLEBEN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177730302	Multi-Family	8790	BRUNSWICK PATH	MARK S & TRINA L HATCHER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760303	Multi-Family	8787	BRUNELL WAY	MICHAEL MCCULLOUGH	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740503	Multi-Family	8786	BRUNSWICK PATH	SHIRLEY R JONES	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177730402	Multi-Family	8792	BRUNELL WAY	NELS DOKKEN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760203	Multi-Family	8791	BRUNELL WAY	SHIRLEY R JONES	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740403	Multi-Family	8782	BRUNSWICK PATH	SANDRA E STORM	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760103	Multi-Family	8795	BRUNELL WAY	MITCHELL J WALTMAN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177730502	Multi-Family	8796	BRUNELL WAY	ROBERT J CARLSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740303	Multi-Family	8778	BRUNSWICK PATH	JOE NGUYEN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177730602	Multi-Family	8800	BRUNELL WAY	KATHLEEN MCBRIDE	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177770603	Multi-Family	8801	BRUNELL WAY	MAINUL ISLAM	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740203	Multi-Family	8774	BRUNSWICK PATH	JONATHAN C & LEANN M STEE	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	20117770503	Multi-Family	8805	BRUNELL WAY	JAY OSTERHAUS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740102	Multi-Family	8804	BRUNELL WAY	AMY L CHRISTOPHERSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740103	Multi-Family	8770	BRUNSWICK PATH	THERESA M EGAN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177770403	Multi-Family	8609	BRUNELL WAY	LORI M BARTHOLOME	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740202	Multi-Family	8808	BRUNELL WAY	JUDITH L ROOT	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740104	Multi-Family	8796	BRUNSWICK PATH	BRYAN C & CATHERINE STERNBERG	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	20117770603	Multi-Family	8793	BRUNSWICK PATH	ALFRED & MARY ELLEN CAMPO	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740204	Multi-Family	8800	BRUNSWICK PATH	ANDREW ZORAWSKI	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177770303	Multi-Family	8813	BRUNELL WAY	TIMOTHY & SHANNAH FIELD	6.99	0.98	6.01	\$ 39.32	\$ 236.49

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2008 CAHILL BROOKS MILL AND OVERLAY  
CITY PROJECT NO. 2008-09G**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
14	201177740302	Multi-Family	8812	BRUNELL WAY	KEVIN A OLSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740303	Multi-Family	8797	BRUNSWICK PATH	JOEL K SCHEITLER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740304	Multi-Family	8804	BRUNSWICK PATH	CHERYL L JOHANSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740402	Multi-Family	8816	BRUNELL WAY	MARLIN R WORKMAN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740503	Multi-Family	8817	BRUNELL WAY	STEPHANIE L DAMLO	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740502	Multi-Family	8820	BRUNELL WAY	JOSE LUJIS CASTANEDA	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740403	Multi-Family	8801	BRUNSWICK PATH	LANCE M & ANITA J COMER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740103	Multi-Family	8821	BRUNELL WAY	RICHARD A LARSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740602	Multi-Family	8824	BRUNELL WAY	TERRY ANN PFLANZ	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740404	Multi-Family	8808	BRUNSWICK PATH	LINDA B PRINCE	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740303	Multi-Family	8805	BRUNSWICK PATH	RAMONA MAHBOOB	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740304	Multi-Family	8812	BRUNSWICK PATH	BENEDICT P HUTCHINGS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740203	Multi-Family	8809	BRUNSWICK PATH	LEAH ABBOTT	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740103	Multi-Family	8813	BRUNSWICK PATH	DENISE LEANNE OLSEN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740602	Multi-Family	8848	BRUNELL WAY	BRETT E & YING C SANDBORGH	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740503	Multi-Family	8827	BRUNELL WAY	ILYA BERDICHEVSKI	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740604	Multi-Family	8816	BRUNSWICK PATH	KIRK M DEMERCHANT	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740502	Multi-Family	8844	BRUNELL WAY	JOHN T & LORI A STICHA	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740403	Multi-Family	8831	BRUNELL WAY	CAREY B FAGAN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740104	Multi-Family	8820	BRUNSWICK PATH	NICHOLAS G & HOLLY M AWADA	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740603	Multi-Family	8821	BRUNSWICK PATH	JAMES C KRIKSCIUN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740402	Multi-Family	8840	BRUNELL WAY	CHRISTINA M ADAMS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740304	Multi-Family	8824	BRUNSWICK PATH	COREY J & JEANINE L BRUNCLIK	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740503	Multi-Family	8835	BRUNELL WAY	NANCY A KLAERS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740203	Multi-Family	8825	BRUNSWICK PATH	LINDA J RUJ	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740203	Multi-Family	8839	BRUNELL WAY	SUZANNE DEGLER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740304	Multi-Family	8836	BRUNELL WAY	PAUL T & JESSICA E STEWART	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740103	Multi-Family	8828	BRUNELL WAY	MARNA C SCHIELD	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740403	Multi-Family	8843	BRUNSWICK PATH	RYAN J PAASCH	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740202	Multi-Family	8832	BRUNELL WAY	CHERYL L REID	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740303	Multi-Family	8833	BRUNSWICK PATH	MARY B CUBUS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740404	Multi-Family	8832	BRUNSWICK PATH	MICHAEL D REED	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740603	Multi-Family	8853	BRUNELL WAY	ERIC A PETERSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740502	Multi-Family	8828	BRUNELL WAY	MARCIAL K VASQUEZ	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740504	Multi-Family	8836	BRUNSWICK PATH	SCOTT A GUSTAFSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740203	Multi-Family	8837	BRUNSWICK PATH	PATRICK T GRISWOLD	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740503	Multi-Family	8857	BRUNELL WAY	TONY JOHN THOMAS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740604	Multi-Family	8840	BRUNSWICK PATH	ERIC E & ANDREW F PETERSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740103	Multi-Family	8841	BRUNSWICK PATH	DANIEL R & KELLIE J BRITTEN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740403	Multi-Family	8861	BRUNELL WAY	MARY THOMA	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177740102	Multi-Family	8852	BRUNELL WAY	MILA YOON	6.99	0.98	6.01	\$ 39.32	\$ 236.49

TABLE 2  
 PRELIMINARY ASSESSMENTS  
 2008 CAHILL BROOKS MILL AND OVERLAY  
 CITY PROJECT NO. 2008-09G

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
14	20117770603	Multi-Family	8849	BRUNSWICK PATH	CARL & GENEVIEVE M MCCULLOUGH	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760202	Multi-Family	8856	BRUNELL WAY	ELIZABETH C NORUM	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710503	Multi-Family	8853	BRUNSWICK PATH	CORY J BARON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720104	Multi-Family	8844	BRUNSWICK PATH	CATHERINE W MATHENSE	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760302	Multi-Family	8860	BRUNELL WAY	JOY HARGONS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177790303	Multi-Family	8865	BRUNELL WAY	NICOLE E OBYRNE	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710403	Multi-Family	8857	BRUNSWICK PATH	JENNIFER L ANDERSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720204	Multi-Family	8848	BRUNSWICK PATH	KATHLEEN E MCKENNA LARSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177790203	Multi-Family	8869	BRUNELL WAY	ALLAN KING	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720304	Multi-Family	8852	BRUNSWICK PATH	DAVID C RUST	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710303	Multi-Family	8861	BRUNSWICK PATH	ERIC R MICEK	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760402	Multi-Family	8864	BRUNELL WAY	NICK A RADDATZ	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177790103	Multi-Family	8873	BRUNELL WAY	LISA R & JAMIE P LINDQUIST	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760502	Multi-Family	8868	BRUNELL WAY	SHAWN W VELLEK	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710203	Multi-Family	8865	BRUNSWICK PATH	TARA M OLSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720404	Multi-Family	8856	BRUNSWICK PATH	MATTHEW E LAWSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720504	Multi-Family	8860	BRUNSWICK PATH	JENNIFER PODSIADLY	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710103	Multi-Family	8869	BRUNSWICK PATH	TIMOTHY J MANSUR	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177760602	Multi-Family	8872	BRUNELL WAY	NATHAN R MATTISON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700604	Multi-Family	8877	BRUNELL WAY	LYLE W ROCK	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177720604	Multi-Family	8864	BRUNSWICK PATH	LISA GAIL BRAMLET	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700504	Multi-Family	8881	BRUNELL WAY	TIMOTHY J CHRISTOFORO	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700404	Multi-Family	8885	BRUNELL WAY	LEETIA DOUGLAS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	20117770102	Multi-Family	8876	BRUNELL WAY	KENT L GREFF	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	20117770202	Multi-Family	8880	BRUNELL WAY	KEVIN J SPROATT	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700503	Multi-Family	8877	BRUNSWICK PATH	RUSSELL N & RUTH A GAYDOS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700304	Multi-Family	8889	BRUNELL WAY	PAUL A RAFFERTY	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	20117770302	Multi-Family	8884	BRUNELL WAY	DANIEL R GRUWELL	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700403	Multi-Family	8881	BRUNSWICK PATH	DOREEN K ANDERSON	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710104	Multi-Family	8888	BRUNSWICK PATH	SUSAN M MORLEY	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700204	Multi-Family	8893	BRUNELL WAY	DAVID P SCHULTZ	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700104	Multi-Family	8897	BRUNELL WAY	TOAN Q & SHARON L NGUYEN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700303	Multi-Family	8885	BRUNSWICK PATH	TRAVIS S RUFF	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710204	Multi-Family	8892	BRUNSWICK PATH	BRENT S THEROUX	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	20117770402	Multi-Family	8888	BRUNELL WAY	JAMES G BRADY	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	20117770502	Multi-Family	8892	BRUNELL WAY	MICHAEL W & MARGARET YOCUM	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700203	Multi-Family	8889	BRUNSWICK PATH	SANDRA L HAYNE	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710304	Multi-Family	8900	BRUNSWICK PATH	BRITTANY F MCGAUGHEY	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	20117770602	Multi-Family	8896	BRUNELL WAY	BRIAN S & STEPHANIE SWEENEY	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177700103	Multi-Family	8893	BRUNSWICK PATH	LAUREN M DEGIDIO	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177710404	Multi-Family	8904	BRUNSWICK PATH	JAMES D & CYNTHIA LESLIE	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177790602	Multi-Family	8901	BRUNSWICK PATH	BRENT F MALMQUIST	6.99	0.98	6.01	\$ 39.32	\$ 236.49

TABLE 2  
PRELIMINARY ASSESSMENTS  
2008 CAHILL BROOKS MILL AND OVERLAY  
CITY PROJECT NO. 2008-09G

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
14	20117770504	Multi-Family	8908	BRUNSWICK PATH	EDWIN & JASMINE ORTEGA	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177780102	Multi-Family	8900	BRUNELL WAY	ROBIN J WERB	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177790502	Multi-Family	8905	BRUNSWICK PATH	BRETT A ROELLER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177780202	Multi-Family	8904	BRUNELL WAY	MICHELLE G SCEARCY	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177790402	Multi-Family	8909	BRUNSWICK PATH	CATHERINE E BURGESS	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177780302	Multi-Family	8908	BRUNELL WAY	JESSE TIDRICK	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177790302	Multi-Family	8913	BRUNSWICK PATH	JACOB POMPLUN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177780402	Multi-Family	8912	BRUNELL WAY	PATRICIA A JENSEN	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177790202	Multi-Family	8917	BRUNSWICK PATH	ALANNA M SEPPELT	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177790102	Multi-Family	8921	BRUNSWICK PATH	BRYAN A MASER	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177780502	Multi-Family	8916	BRUNELL WAY	MARIE C BARTHOLOME	6.99	0.98	6.01	\$ 39.32	\$ 236.49
14	201177780602	Multi-Family	8920	BRUNELL WAY	GREGORY C & LINDA K BIETHKE	6.99	0.98	6.01	\$ 39.32	\$ 236.49
11	201185401304	Multi-Family	2768	87TH ST E	THOMAS M & PATRICIA JOYCE	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185401404	Multi-Family	2766	87TH ST E	WILLIAM S & BETTY L JASON	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185401504	Multi-Family	2762	87TH ST E	MAJREEN HARRIS	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185401604	Multi-Family	2754	87TH ST E	SANDRA TOLBERT	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185400904	Multi-Family	2796	87TH ST E	TEODORO V TSTE ELUMBA	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185401004	Multi-Family	2804	87TH ST E	CYNTHIA M HEMMER	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185401104	Multi-Family	2790	87TH ST E	GEORGE S & ESPERANZA VASQUEZ	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185401204	Multi-Family	2782	87TH ST E	LILLIAN H VAN DE LINDE	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185400504	Multi-Family	2824	87TH ST E	LAWRENCE W LESNIAK	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185401704	Multi-Family	2772	87TH ST E	CYNTHIA A PACHURA	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185400604	Multi-Family	2832	87TH ST E	DANNY R & CAROL L COULSON	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185401804	Multi-Family	2786	87TH ST E	VERNON PIETSCH	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185400704	Multi-Family	2818	87TH ST E	GEORGE A TSTE WATERS	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185401904	Multi-Family	2734	87TH ST E	VICKIE LEE SCHAFFER	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185400804	Multi-Family	2810	87TH ST E	RAYMOND & LENORA BANASZEWSKI	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185402004	Multi-Family	2726	87TH ST E	CAROL A ALBRIGHT	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185400104	Multi-Family	2852	87TH ST E	PAMALA J ZENNER	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185400204	Multi-Family	2860	87TH ST E	BILLY H & JOYCE L WILMES	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185400304	Multi-Family	2846	87TH ST E	EVELYN M FISHER	6.51	0.00	6.51	\$ 39.32	\$ 255.84
11	201185400404	Multi-Family	2838	87TH ST E	NEAL O PETERSON	6.51	0.00	6.51	\$ 39.32	\$ 255.84
12	201185402504	Multi-Family	2835	87TH ST E	CANDACE F FISH	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185402104	Multi-Family	2727	87TH ST E	JANE M SCHLEGEL	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185402604	Multi-Family	2841	87TH ST E	VICTOR L HANSON	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185402204	Multi-Family	2733	87TH ST E	BARBARA A PETERSON	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185402904	Multi-Family	8706	BAXTER WAY	MILICA ALEX	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185402804	Multi-Family	8709	BAXTER WAY	MARCIA ELL	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185402804	Multi-Family	8704	BAXTER WAY	EUGENE J TSTE HUBACK	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185402904	Multi-Family	2853	87TH ST E	ROBERT R CLEMENS	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185402404	Multi-Family	8705	BAXTER WAY	SUSAN J CRAWFORD	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185403004	Multi-Family	2859	87TH ST E	MEREDITH A KURTZ	12.86	3.75	9.11	\$ 39.32	\$ 358.09

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 PRELIMINARY ASSESSMENTS  
 2008 CAHILL BROOKS MILL AND OVERLAY  
 CITY PROJECT NO. 2008-09G

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
12	201185403104	Multi-Family	8714	BAXTER WAY	MELVYN J & JANICE M HOWE	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185403204	Multi-Family	8712	BAXTER WAY	WAYNE W & JOAN M TANGEMAN	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404104	Multi-Family	8713	BAXTER WAY	CHARLES R BARNUM	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404204	Multi-Family	8717	BAXTER WAY	FREDERICK M & BONNIE KING	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185403304	Multi-Family	8708	BAXTER WAY	ANN M KRUMM	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404304	Multi-Family	8725	BAXTER WAY	LEO M GROSS FAMILY LVG TRUST	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185403404	Multi-Family	8710	BAXTER WAY	JAY C GOULD	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404404	Multi-Family	8721	BAXTER WAY	DONNA J NEUBAUER	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185403704	Multi-Family	8716	BAXTER WAY	RICHARD M & ANN M SCHMITT	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185403504	Multi-Family	8748	BAXTER WAY	CHARLES A TSTE BOHRER	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185403804	Multi-Family	8718	BAXTER WAY	JOHN H BAUER	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185403604	Multi-Family	8738	BAXTER WAY	ROLAND J & ARLIS M ANDERSON	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185403904	Multi-Family	8772	BAXTER WAY	JOSEPH J SR & MARY F FOIDINGER	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404004	Multi-Family	8764	BAXTER WAY	RODNEY DELOYA	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404504	Multi-Family	8729	BAXTER WAY	JAMES T TSTE CANE	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404604	Multi-Family	8737	BAXTER WAY	JAMES C GRAAF	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404904	Multi-Family	8749	BAXTER WAY	EMMA I MORTON	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404704	Multi-Family	8733	BAXTER WAY	INANCY L SCHMID	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185405004	Multi-Family	8745	BAXTER WAY	CONNIE J MCLAEAN	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185405304	Multi-Family	8773	BAXTER WAY	VINCENT & DONNA MCANDREWS	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185404804	Multi-Family	8741	BAXTER WAY	ADOLPH P & JANE E DEGLER	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185405104	Multi-Family	8753	BAXTER WAY	KATHLEEN M KLASSEN	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185405404	Multi-Family	8765	BAXTER WAY	KENNETH L & SHARON E NICHOLS	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185405204	Multi-Family	8757	BAXTER WAY	JULIUS & CAROL WEGLEITNER	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185405504	Multi-Family	8761	BAXTER WAY	DALE & DONNA LEE GUNDERSGAARD	12.86	3.75	9.11	\$ 39.32	\$ 358.09
12	201185405604	Multi-Family	8769	BAXTER WAY	ROBERT M COLBOURN	12.86	3.75	9.11	\$ 39.32	\$ 358.09
13	201185603702	Multi-Family	8834	BRANSON DR	CHERYL J CLAUSEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185604202	Multi-Family	8838	BRANSON DR	ERIN K ARNOLDI	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185603802	Multi-Family	8832	BRANSON DR	MICHELLE D GERARDY	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705502	Multi-Family	8822	BRANSON DR	MELINDA J FOLAND	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185604302	Multi-Family	8840	BRANSON DR	KIMBERLY A JULIEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705402	Multi-Family	8830	BRANSON DR	H NANCY YOUNG	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185604402	Multi-Family	8842	BRANSON DR	DAWN A BIERMEIER	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601702	Multi-Family	8850	BRANSON DR	JASON W LARSON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705502	Multi-Family	8824	BRANSON DR	WILLIAM C TRONSEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185604002	Multi-Family	8828	BRANSON DR	LORI A FAZIO	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705602	Multi-Family	8826	BRANSON DR	ERIC T DELACRUZ	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601802	Multi-Family	8848	BRANSON DR	THOMAS A REIS	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185604102	Multi-Family	8836	BRANSON DR	TIMOTHY & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185600902	Multi-Family	8866	BRANSON DR	TIMOTHY & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601202	Multi-Family	8860	BRANSON DR	MARK K & LEEANN M GIANNINI	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601202	Multi-Family	8860	BRANSON DR	MARGIE J NICHOLS	5.99	0.00	5.99	\$ 39.32	\$ 235.49

**TABLE 2**  
**PRELIMINARY ASSESSMENTS**  
**2008 CAHILL BROOKS MILL AND OVERLAY**  
**CITY PROJECT NO. 2008-09G**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
13	201185601902	Multi-Family	8846	BRANSON DR	MAE PATTERSON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602402	Multi-Family	8858	BRANSON DR	LORL L JOSEPHSON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705702	Multi-Family	8807	BRANSON DR	PATRICIA C JESSE	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185709202	Multi-Family	8759	BRANSON DR	JEFFREY J KUEHN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601002	Multi-Family	8864	BRANSON DR	DAVID J EVERSON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601302	Multi-Family	8868	BRANSON DR	BRENDA PETTYJOHN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706102	Multi-Family	8747	BRANSON DR	CRAIG A SHELLENBARGER	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602002	Multi-Family	8844	BRANSON DR	BRIA E EKSTRAND	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707402	Multi-Family	8793	BRANSON DR	SANDRA L COLE	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185709102	Multi-Family	8761	BRANSON DR	KEVIN A & KARI A JOHNSON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601402	Multi-Family	8870	BRANSON DR	CYNTHIA L CLEMENTS	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602302	Multi-Family	8856	BRANSON DR	DEBORAH J CONRAD	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601102	Multi-Family	8862	BRANSON DR	KRISTIN A GUSTAFSON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705802	Multi-Family	8809	BRANSON DR	GUILLERMO C NOREN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706902	Multi-Family	8783	BRANSON DR	CLAUDE D & PATRICIA CAMPBELL	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706202	Multi-Family	8749	BRANSON DR	JUDY BATTAGLIA	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602202	Multi-Family	8854	BRANSON DR	DANIEL P FELTEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707502	Multi-Family	8781	BRANSON DR	VIRGIL & JOAN PRZYBYLLA	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185709002	Multi-Family	8763	BRANSON DR	ERROL J EDWARDS	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705902	Multi-Family	8811	BRANSON DR	AMY L MOE	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706302	Multi-Family	8805	BRANSON DR	DEBRA A & STEVEN A VAGSTAD	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707002	Multi-Family	8785	BRANSON DR	BARBARA L OVENS	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185708902	Multi-Family	8765	BRANSON DR	NICHOLE FROST	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602102	Multi-Family	8852	BRANSON DR	STEVEN D & SUSAN L SNELLING	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185708802	Multi-Family	8767	BRANSON DR	BONITA R JASICKI	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707602	Multi-Family	8779	BRANSON DR	SCOTT A & REBECA O IRWIN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706002	Multi-Family	8813	BRANSON DR	CHRISTOPHER AMBE	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706402	Multi-Family	8809	BRANSON DR	AMY J VANNI	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601502	Multi-Family	8872	BRANSON DR	PAUL JANKE	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707102	Multi-Family	8787	BRANSON DR	SCOTT A TRYGGESETH	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185708402	Multi-Family	8753	BRANSON DR	LOIS J WOLSKIE	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706502	Multi-Family	8801	BRANSON LN	TRACY A & ROBERT A RAMIREZ	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185708702	Multi-Family	8769	BRANSON DR	PATRICK E OREGAN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706102	Multi-Family	8815	BRANSON DR	TRACY & BLANKA KAY	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707702	Multi-Family	8877	BRANSON DR	MEGAN M WADLEY	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185704502	Multi-Family	8827	BRANSON DR	BLAINE C GRADY	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707202	Multi-Family	8829	BRANSON DR	ZACHARY J ANDERSON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185708602	Multi-Family	8757	BRANSON DR	JAMES P & AMY P LAURIA	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185601602	Multi-Family	8874	BRANSON DR	TIMOTHY J & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706602	Multi-Family	8799	BRANSON DR	LLOYD L & GERALDINE LAFONTAINE	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706602	Multi-Family	8799	BRANSON DR	MICHELLE A & BRADLEY KESSLER	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185706602	Multi-Family	8799	BRANSON DR	CARL S BRUST	5.99	0.00	5.99	\$ 39.32	\$ 235.49

TABLE 2  
 PRELIMINARY ASSESSMENTS  
 2008 CAHILL BROOKS MILL AND OVERLAY  
 CITY PROJECT NO. 2008-09G

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FRONT FOOT	CREDIT	W/CORNER CREDIT	RATE	PROPOSED ASSESSMENT
13	201185708502	Multi-Family	8755	BRANSON DR	SHANNON JENSEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707802	Multi-Family	8775	BRANSON DR	TIMOTHY J HOLDEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185708702	Multi-Family	8797	BRANSON DR	TIMOTHY & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185704602	Multi-Family	8829	BRANSON DR	JEROMET & ROSALIA SPELDRICK	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707302	Multi-Family	8791	BRANSON DR	TIMOTHY J & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602502	Multi-Family	8847	BRANSON DR	MATTHEW J & MARY M HITZEMAN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185707902	Multi-Family	8773	BRANSON DR	ALLISON M FOX	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185708802	Multi-Family	8795	BRANSON DR	CLARK H DAHL	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185704702	Multi-Family	8831	BRANSON DR	CHRISTINE M DITTY	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602802	Multi-Family	8849	BRANSON DR	MARGO S KULSETH	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185708002	Multi-Family	8771	BRANSON DR	TIMOTHY J HOLDEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185600102	Multi-Family	8867	BRANSON DR	FRANCIS J PANULA	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185603302	Multi-Family	8841	BRANSON DR	JULIE A GERDTS	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602702	Multi-Family	8851	BRANSON DR	ROBERT G GARCIA	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185600202	Multi-Family	8869	BRANSON DR	KELLY UBBEN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185704802	Multi-Family	8833	BRANSON DR	ADAM JACOB SCHNEIDER	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185603402	Multi-Family	8839	BRANSON DR	PATRICIA A SAARI	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602802	Multi-Family	8853	BRANSON DR	BARBARA A STROH	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185600302	Multi-Family	8871	BRANSON DR	PAUL H KLEINSCHMIDT	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185704902	Multi-Family	8825	BRANSON DR	STEVEN M PETERSON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185600402	Multi-Family	8873	BRANSON DR	ROBERT JR & DIANNE HOFFMAN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185602902	Multi-Family	8855	BRANSON DR	PAMELA A GUICHARD	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185603502	Multi-Family	8837	BRANSON DR	MELISSA JO SAPLETAL	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705002	Multi-Family	8823	BRANSON DR	MELINDA ANN MAY	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185600502	Multi-Family	8865	BRANSON DR	CINDY L WINGATE	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705102	Multi-Family	8821	BRANSON DR	MARY C LETHERT	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185603002	Multi-Family	8857	BRANSON DR	SCOTT R SEATON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185600602	Multi-Family	8863	BRANSON DR	SIMONE M PEPPER	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185603602	Multi-Family	8835	BRANSON DR	JAMES J RYAN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185705202	Multi-Family	8819	BRANSON DR	TIMOTHY DILLON	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185600702	Multi-Family	8861	BRANSON DR	BRENDA K MULES	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185603102	Multi-Family	8845	BRANSON DR	DONALDO PALMA-BARNICA	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185600802	Multi-Family	8859	BRANSON DR	MICHAEL A GURTIN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
13	201185603202	Multi-Family	8843	BRANSON DR	JODI D WITTMAN	5.99	0.00	5.99	\$ 39.32	\$ 235.49
\$ 227,873.89										

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING THE FEASIBILITY REPORT, AUTHORIZING PREPRATION OF  
PLANS AND SPECIFICATIONS AND SCHEDULING A PUBLIC HEARING FOR THE 2008  
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09G – CAHILL  
AVENUE/BROOK BOULEVARD MILL AND OVERLAY

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

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to the 2008 Pavement Management Program for the following project:

<u>Project No.</u>	<u>Improvement</u>
2008-09G	Bituminous milling, bituminous paving, utility structure repairs, restoration and appurtenances on:

Area  
Cahill Avenue from 200 feet south of Cuneen Trail to Callahan Trail and Brooks Boulevard from Cahill Avenue to Broderick Boulevard

Said report is hereby received by the City Council of the City of Inver Grove Heights on June 23, 2008.

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

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$ 409,888.00 .
2. The City's Engineering Division is hereby designated as the Engineer for the project and shall prepare the final plans and specifications for the project.
3. A public hearing will be held on such improvements at 7:30 p.m. on Monday, July 28, 2008 in the City Council Chambers at 8150 Barbara Avenue and the City clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 23<sup>rd</sup> day of June 2008.

AYES:  
NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheäume, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Parkland Buffer Planting Request – Jane Nelson 8845 Coffman Path

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Meeting Date: June 23, 2008  
 Item Type: New Business  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve park land planting for Jane Ann Nelson living at 8845 Coffman Path, to plant 5 white pine on city property PID No. 20-11775-030-00. Approval is subject to the recently approved policy for Buffer Planting and Maintenance in Parkland, and to execute a Park Buffer Planting Agreement with the City. The item was reviewed and passed by the Park and Recreation Commission on a 9-0 vote.

**SUMMARY**

Recently City Council approved a Buffer Planting and Maintenance in Parkland policy which allow residents to plant landscaping in park or city property to provide a buffer between their properties from city parkland or property or to further beautify their properties and the city parkland or property. Jane Nelson at 8845 Coffman Path has submitted a request and plan to plant 5 White Pine on city property PID No. 20-11775-030-00 just west of her residence. Parks Superintendent and Forester have reviewed plan and find it acceptable meeting city requirements. Ms. Nelson will be required to execute a Park Buffer Planting Agreement with the City.

In this case staff would recommend removal of Section 3.6. Based on the fact that Ms. Nelson is basically donating five trees to public property with no other improvements at this time, this section does not seem relevant and staff would suggest that should there be an issue it would be the City's responsibility.

Staff is also proposing to give Ms. Nelson a period of 365 days in which to plant the trees so it can be accomplished at the most opportune time.

**AGREEMENT RELATING TO  
LANDOWNER IMPROVEMENTS  
WITHIN \_\_\_\_\_ PARK ON**

\_\_\_\_\_,  
**IN THE CITY OF INVER GROVE HEIGHTS,  
DAKOTA COUNTY, MINNESOTA**

**AGREEMENT RELATING TO LANDOWNER  
IMPROVEMENTS WITHIN \_\_\_\_\_ PARK ON  
\_\_\_\_\_,  
IN THE CITY OF INVER GROVE HEIGHTS,  
DAKOTA COUNTY, MINNESOTA**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and \_\_\_\_\_, husband and wife, (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1**  
**TERMS**

**1.1 Terms.** Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

**1.3 Subject Lot.** “Subject Lot” means the following legally described real property located in the City of Inver Grove Heights, Dakota County, Minnesota according to the plat thereof on file and of record in the office of the Dakota County Recorder:

<INSERT LEGAL DESCRIPTION>

**1.4 City Park.** “City Park” means the following municipal park:

PID 20-11775-030-00

**1.5 Landowner.** “Landowner” means \_\_\_\_\_; and <his, her, their> assigns and successors in interest with respect to the Subject Lot.

**1.6 Formal Notice.** “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

**IF TO CITY:**

City of City of Inver Grove Heights  
Attention: Director of Parks and Recreation  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**IF TO LANDOWNER**

Jane Nelson  
8845 Coffman Path  
Inver Grove Heights MN 55076

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

**1.7 Landowner Improvements.** “Landowner Improvements” means the plants installed by Landowners pursuant to the Landscaping Plan and maintained by the Landowner that are located on the City Park.

**1.8 City Park Improvements.** “City Park Improvements” means all existing and future City improvements the City Park. City Park Improvements shall include, but are not limited to sod, trees, shrubs, flowers, fences, recreational equipment and park shelters.

**1.9 Landscaping Plan.** “Landscaping Plan” means the final landscaping plan dated January 10, 2008, prepared by Ms Nelson, depicting Landowner Improvements. The Landscaping Plan is attached hereto as Exhibit E.

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

**Recital No. 1.** The undersigned Landowner is the fee title owner of the Subject Lot located in Inver Grove Heights, Dakota County, Minnesota.

**Recital No. 2** The City Park is adjacent to the Subject Lot. The City owns the City Park. The City Park Improvements are within the City Park and future City Park Improvements may be located within the City Park.

**Recital No. 3.** Landowners have requested permission from the City to place Landowner Improvements within the City Park for the purpose of creating a buffer between the City Park and the Subject Lot.

**Recital No. 4.** Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the within the City Park if the following conditions are met:

- a.) The Landowner bears all costs associated with the installation of the Landowner Improvements.
- b.) The Landowner bears all costs associated with maintenance of the Landowner Improvements for the first year following the installation of the Landowner Improvements.
- c.) The Landowner agrees to pay any and all costs associated with the removal of downed, diseased, dead or dangerous Landowner Improvements.
- d.) The Landowner agrees that the Landowner Improvements become the property of the City.

- d.) The Landowner agrees to indemnify the City against any third party claims arising out of or relating to the Landowner Improvements and to release the City from any claims arising out of or relating to the Landowner Improvements.

**NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNERS, FOR, HERSELF, AND HER, SUCCESSORS, HEIRS AND ASSIGNS DO HEREBY AGREE:**

**ARTICLE 3**  
**AGREEMENTS**

**3.1 Construction And Maintenance Of Landowner Improvements.** Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to install the Landowner Improvements within the City Park in accordance with the approved Landscaping Plan and only in the locations specified in the Landscaping Plan. Landowner shall install the Landowner Improvements within 365 days of City Council approval of the Landscaping Plan.

**3.2 Landowner Maintenance of Landowner Improvements.** During the first year after installation, Landowner shall water and provide other necessary care and maintenance with respect to the Landowner Improvements. Thereafter, the City, at its option, may provide care and maintenance to the Landowner Improvements.

**3.3 Ownership of Landowner Improvements.** Upon installation, the Landowner Improvements become the property of the City and the Landowner agrees that Landowner has no further interest or ownership in the Landowner Improvements. The City may remove the Landowner Improvements at any time.

**3.4 City Not Responsible For Landowner Improvements.** Nothing contained herein shall be deemed an assumption by the City of any responsibility for care, maintenance, or replacement of the Landowner Improvements.

**3.5 Trimming and Removal of Landowner Improvements.** At no time may Landowner trim or remove the Landowner Improvements without City written approval. Any such approved trimming or removal shall be performed by Landowner and at Landowner's sole cost.

~~**3.6 Downed, Diseased, Dead or Dangerous Landowner Improvements.** Upon Formal Notice from the City, Landowner shall remove any downed, diseased, dead or dangerous Landowner Improvements at Landowner's sole cost. In the event the Landowner fails to remove any downed, diseased, dead or dangerous Landowner Improvements, the City may do so and invoice Landowner for all expenses associated with such removal.~~

~~If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not~~

~~limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.~~

**3.7 Emergency.** Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's staff determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

**3.8 Continuing Right To Fee Ownership.** Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Park or any portion thereof.

**3.9 Subordinate Position Of Landowner Improvements.** The Landowner Improvements are subordinate to the rights of the City in the City Park and in the City Park Improvements.

**3.10 Risk Of Loss.** The Landowner assumes the risk of installing the Landowner Improvements in the City Park. The Landowner understands and agrees that the Landowner Improvements within the City Park may be adversely affected by use of the City Park. The parties agree that the City is not responsible for such events and the City shall have no liability to the Landowner for such events. The City may need to remove the Landowner Improvements in the City Park in order for the City to gain access to the City Park or City Park Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Park Improvements or adding future City Park Improvements.

**3.11 Remedies.** If the Landowner fails to perform Landowner's obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6 or 3.7, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Lot.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Lot for the costs and expenses incurred by the City. The Landowner

hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Lot. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Lot.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowner Improvements by Landowner, or Landowner's agents and contractors;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Park for Landowner Improvements.

**3.13 Release.** Landowner, for *<himself, herself, themselves>*, Landowner's successors and assigns does hereby forever release and discharge the City, its council, agents, employees, attorneys and representatives with respect to all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorneys' fees which arise out of, result from or relate to the Landowner Improvements in the City Park.

**3.14 City Duties.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

**3.15 No Third Party Recourse.** Third parties shall have no recourse against the City under this Agreement.

**3.16 Recording.** The Landowner shall record this Agreement with the Dakota County Recorder against the Subject Lot and within 30 days after the date of this Agreement, the Landowners shall present evidence to the City that this Agreement has been recorded.

**3.17 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Lot and shall be binding upon the heirs, successors, administrators and assigns of the parties.

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

**3.19 Governing Law.** This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

**3.20 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.

**3.21 Headings.** The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

**CITY OF CITY OF INVER GROVE HEIGHTS**

**LANDOWNER**

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

\_\_\_\_\_  
\_\_\_\_\_

Attest:

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

STATE OF MINNESOTA    )  
  ) ss:  
COUNTY OF DAKOTA    )

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

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

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF DAKOTA    )

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

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

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

**AFTER RECORDING, PLEASE  
BY RETURN THIS INSTRUMENT TO**  
Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075  
(651) 451-1831

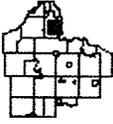
**Exhibit E**

<INSERT LANDSCAPING PLAN>

# Dakota County Real Estate Inquiry

Data Updated 1/3/2008.

[Need Help?](#) [What's New?](#)



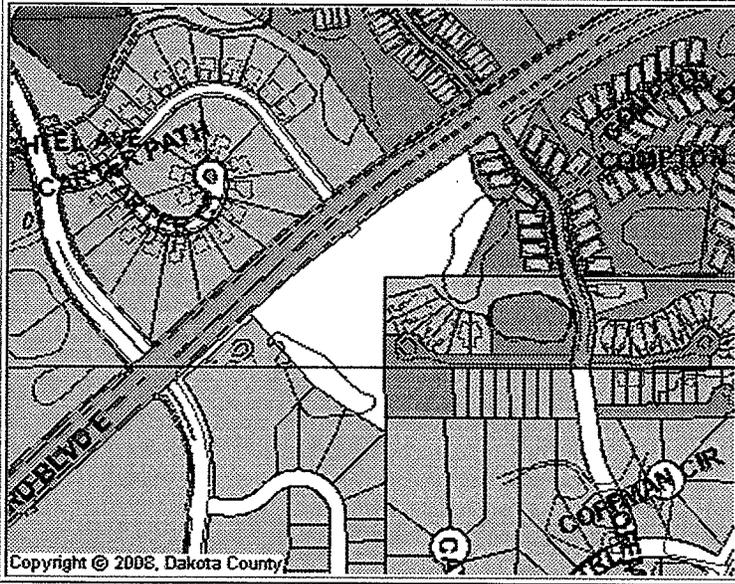
Map navigation

Select option and click on map:

- Zoom In
- Zoom Out
- Pan
- Identify

[Show Full County Map](#)

[Big Map](#)



**Legend**

Real Estate Parcels

- Parcels
- Common Ownership
- Water
- R/W, Easement
- Dedicated R/W

- Tax Parcels
- Market Value
- Recent Sales
- Year Built
- Air Photo
- Torrens

[Refresh Map](#)

Choose ONE search method, enter criteria, and click Go or hit enter key.

House #:  [Go](#)

OR

PIN:  [Go](#)

<a href="#">Details</a>	<a href="#">Tax Stmt</a>	<a href="#">Statement</a>	<a href="#">Plat</a>	<a href="#">Neighborhood</a>	<a href="#">Eyes Eye</a>
PIN: 20-11775-030-00 Owner: CITY OF INVER GROVE HEIGHTS Address: City:			2007 Est. Value (Payable 2008): \$324,000 2006 Taxable Value (Payable 2007): \$0 Payable 2007 Tax: \$0.00 Total Acreage: 6.05 Year Built: 0		

**PLEASE READ DISCLAIMER**

This application was developed by the Dakota County Office of GIS in cooperation with [Assessing Services](#), [Treasurer - Auditor](#) and [Property Records](#) Departments



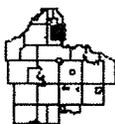
Click on the Dakota County Logo above to return to the home page

*Exhibit A*

# Dakota County Real Estate Inquiry

Data Updated 1/3/2008.

[Need Help?](#) [What's New?](#)



Map navigation

Select option and click on map:

- Zoom In
- Zoom Out
- Pan
- Identify

[Show Full County Map](#)

[Big Map](#)



**Legend**

Air photos may be displaced by up to 60 feet. Shadows may cause additional apparent displacement. Buildings may appear to lean due to camera angle.

Date of photography: 2006

- Tax Parcels
- Market Value
- Recent Sales
- Year Built
- Air Photo
- Torrens

[Refresh Map](#)

Choose **ONE** search method, enter criteria, and click Go or hit enter key.

House #:  [Go](#)

OR

PIN:  [Go](#)

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*Exhibit D*

# Dakota County Real Estate Inquiry

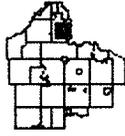
Data Updated 1/3/2008.

[Need Help?](#) [What's New?](#)

Map navigation

Select option and click on map:

Zoom In  Zoom Out  Pan  Identify

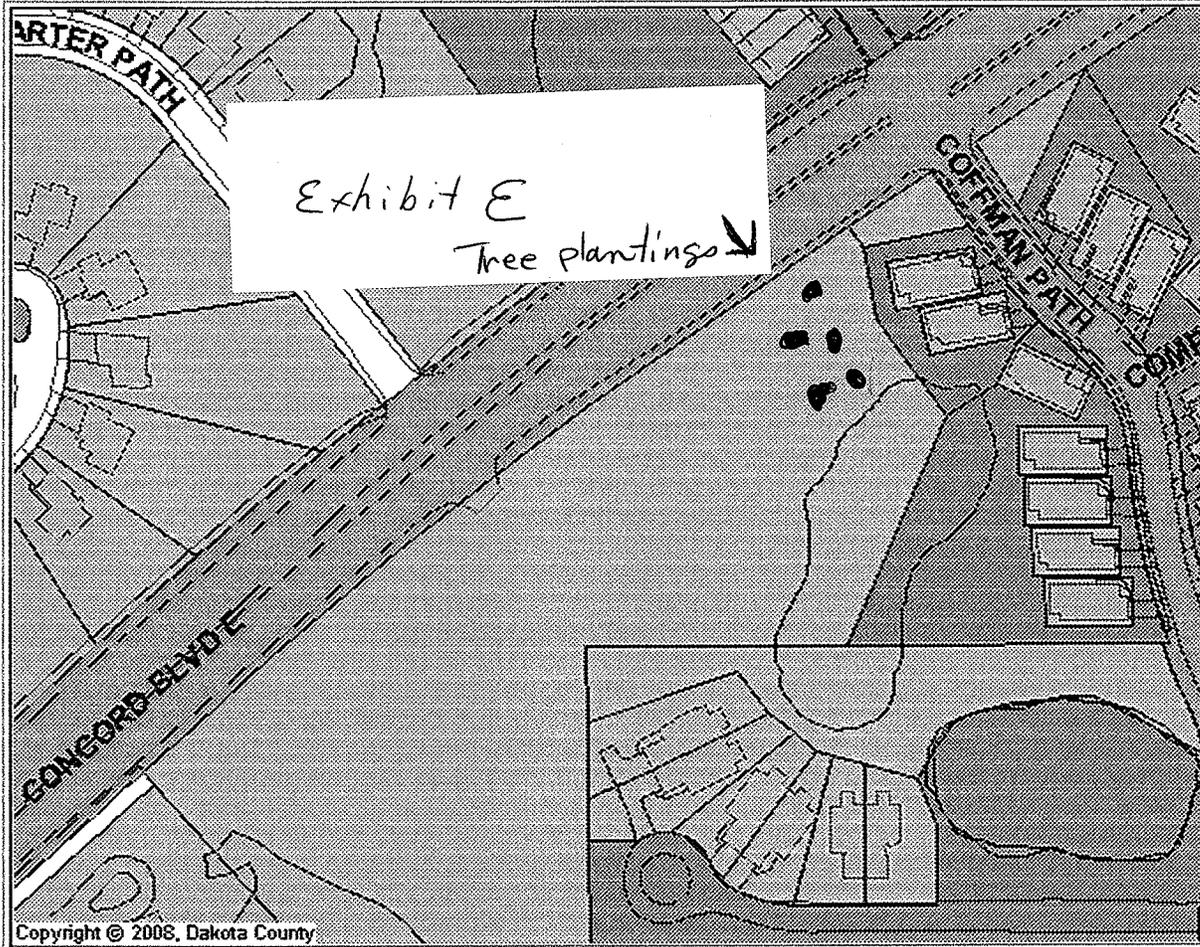


**Legend**

Real Estate Parcels

- Parcels
- Common Ownership
- Water
- R/W, Easement
- Dedicated R/W

- Tax Parcels
- Market Value
- Recent Sales
- Year Built
- Air Photo
- Torrens



Choose **ONE** search method, enter criteria, and click Go or hit enter key.

House #: \_\_\_\_\_

OR

PIN: \_\_\_\_\_

20-1175-030-000

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Click on the Dakota County Logo above to return to the home page

*ArborCrest - outlot C*

**eastern white pine** Pinaceae *Pinus strobus* L. 
**VTREE ID**

**Leaf:** Evergreen needles, 3 to 5 inches long, with five, slender, flexible needles per fascicle; fascicle sheath deciduous, needles appear blue-green because of 3 or more glaucous lines of stomata.

**Flower:** Monoecious; males cylindrical, yellow, in clusters near branch tips; females light green, tinged in red, at ends of branches.

**Fruit:** Cones are 4 to 7 inches long, cylindrical, with thick, rounded cone scales, very resinous, borne on a long stalk and maturing in late summer.

**Twig:** Slender, gray-green to orange-brown in color; buds long, ovoid, reddish brown.

**Bark:** On young trees, thin, smooth and gray-green with some lighter splotchy patches; later becoming thick, reddish brown to gray-brown with prominent finely scaly, rounded, long ridges and darker furrows.

**Form:** A large tree with a very straight trunk often reaching well over 100 feet in height. The crown is conical when young, later developing wispy, horizontal, upturning branches.



USDAFS Silvics of North America - USDAFS Additional Silvics - Landowner Factsheet

Pinus strobus is native to North America. Range may be expanded by planting. See states reporting eastern white pine.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Discuss IGHHA Request for Reduced Ice Rates for the 2008-09 Hockey Season**

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Meeting Date: June 23, 2008  
 Item Type: New Business  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

The Inver Grove Heights Youth Hockey Association (IGHHA) came before the Park and Recreation Commission (PRAC) during the May meeting requesting that the City consider reducing the ice rate the VMCC charges for ice time. In June the Commission voted 6-3 to reduce the 2008-09 ice rate of the association from \$185 per hour to \$175 per hour.

The association indicates that it has approximately 336 kids playing hockey on 17 – 19 teams with a need of approximately 1,000 hours of ice annually. A reduction of the hourly rate will mean a lost of \$10,000 in revenue for the VMCC.

Staff is recommending the IGHHA pay the established rate for ice time.

**SUMMARY**

The Commission and City Council reviewed the proposed 2008-09 ice rates in February of this year. Staff sent an email to the President and Ice Scheduler at the time and inviting them to participate in the process.

The process that was used to establish the ice rate includes:

- Survey of 10 established ice arena rates which include South St. Paul, West St. Paul, Eagan, Rosemount, Cottage Grove, Burnsville, Parade, Edina, Lakeville, and Minnetonka
- Review our rates as compared to the market.
- Lease with ISD 199 allows our rate to be below market, at market, but no more than 5% above market
- Survey is attached

The data clearly indicates that our rate of \$185 per hour is “fair” as compared to what other arenas are charging.

There have been a number of revisions to the contract between the City and the IGHHA over the years. Staff is not aware of changing the hourly cost of ice time. Most recently, the Council approved changes to the contract which spread the remaining donation of \$210,000 the IGHHA makes annually over a longer period of time thus reducing the annual amount from \$20,000 per year to \$14,000.

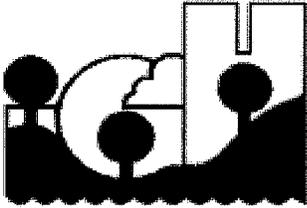
The following is language that has been in all of the contracts between the City and IGHHA.

**Rental Rates:**

*Ice rates shall be reviewed and approved by the Inver Grove Heights City Council on an annual basis.*

*The rate setting procedure shall follow the most up to date agreement executed with School District #199. The rate so established shall be the prime rate. The City will notify the IGHHA Ice Scheduler and President in writing of the seasonal hourly prime rate no later than May 31st annually. The annual prime rate will be charged Monday - Friday from 3:00 p.m.-10:00 p.m., Saturdays and Sundays from 7:00 a.m.-9:00 p.m., October 1st through March 15th. IGHHA will be charged the established non-prime rate for all other times October 1st through March 15th.*

A full copy of the agreement is attached.



## City of Inver Grove Heights Veteran's Memorial Community Center

Arena	2008-09 Prime	Distance from the VMCC
South St Paul*	\$180	4.93
St Thomas	\$200	5.97
West St Paul*	\$170	6.62
Eagan*	\$180	7.74
Rosemount*	\$175	8.50
Woodbury	\$170	10.13
Cottage Grove*	\$200	11.71
Apple Valley	\$170	15.37
Hastings	\$151	16.20
Burnsville*	\$190	17.41
Parade (Minneapolis)*	\$165	20.17
Edina*	\$170	20.41
Farmington	\$200	21.08
Lakeville*	\$200	23.23
Minnetonka*	\$170	27.43
Average	\$180	14.46
Maximum Market Rate 5% greater than average	\$189	

\* - denotes ISD 199 Market Arenas

**Notes:**

- Lease with ISD 199 allows our rate to be below market, at market, but no more than 5% above market.
- Average distance from VMCC is 14.46 miles

	Average	5% Above Average
ISD 199 Lease Market Study	\$180	\$189
15 – Arena Market Study	\$180	\$189
Within 14.46 miles of VMCC	\$182	\$191
Within 16.20 miles of VMCC	\$178	\$187