



**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**-REVISED-**  
**MONDAY, APRIL 27, 2009**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

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

A. Resolution Accepting JAR Bridge Sign and Recognition of Mr. James Huffman \_\_\_\_\_

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

A. Minutes – April 13, 2009 Regular Council Meeting \_\_\_\_\_

B. Resolution Approving Disbursements for Period Ending April 22, 2009 \_\_\_\_\_

C. Final Pay Voucher for Phase II VMCC Refrigeration Project, City Project 2008–06 \_\_\_\_\_

D. Pay Voucher No. 10 for City Project No. 2003–15, Northwest Area Trunk Utility Imp. \_\_\_\_\_

E. Resolution Approving Plans & Specifications and Authorizing Advertisement for Bids, City Project No. 2007–17, Clark Road Improvements \_\_\_\_\_

F. Resolution Approving Individual Project Order No. 5D with Kimley–Horn and Associates, Inc. for City Project No. 2007–17, Clark Road Improvements \_\_\_\_\_

G. Resolution Authorizing Individual Project Order No. 11B with Kimley–Horn and Associates, Inc. for City Project No. 2008–11 – Southern Sanitary Sewer, East Segment \_\_\_\_\_

H. Resolution Approving Individual Project Order No. 13 with Kimley–Horn and Associates, Inc. for City Project No. 2008–08, TH 52 East Frontage Road Imp. (Sanitary Sewer) \_\_\_\_\_

I. Approve Resolution Declaring Building Safety Week \_\_\_\_\_

J. Resolution Receiving the Feasibility Report, Authorizing Preparation of Plans and Specifications, and Scheduling a Public Hearing for the 2009 Pavement Management Program, City Project No. 2008–09G – Cahill Avenue/Brooks Boulevard Mill and Overlay \_\_\_\_\_

K. Approve Cooperative Construction Agreement No. 92481 with Mn/DOT for the T.H. 52 West Frontage Road, City Project No. 2007–17, Clark Road Extension, TH 52 to Briggs Dr. \_\_\_\_\_

L. Approve Agreement for 2009 Citizen–Assisted Lake Monitoring Program (CAMP) \_\_\_\_\_

M. Approve Parking Restrictions on Clayton Avenue East \_\_\_\_\_

- N. Adopt Resolution Ratifying Action taken on April 13, 2009 Amending the 2009 General Fund and Recreation Fund Budgets \_\_\_\_\_
- O. Consider Offsetting Costs to Residents to Compost \_\_\_\_\_
- P. Approve Position Description for Guest Services and Marketing Supervisor and Appoint Bethany Adams to the Position \_\_\_\_\_
- Q. Approve Agreement with Financial Crime Services for Creation and Operation of a Pre-Trial Diversion Program \_\_\_\_\_
- R. Accept Donation to Inver Grove Heights Fire Department \_\_\_\_\_
- S. Personnel Actions \_\_\_\_\_

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

6. **REGULAR AGENDA:**

**ADMINISTRATION:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider the following Requests:

- i) Resolution Accepting Bids and Awarding Contract for City Project No. 2008-18, Public Safety Addition/City Hall Renovation \_\_\_\_\_
- ii) Resolution Calling for the Sale of Capital Improvement Bonds \_\_\_\_\_

7. **PUBLIC HEARINGS:**

- A. **CITY OF INVER GROVE HEIGHTS;** Consider Resolutions Approving Agreements, Conveying Easements and Waiving Appeal Rights for Special Assessments and Resolution Adopting the Final Assessment Roll for Southern Sanitary Sewer System (East Segment) Improvements - City Project No. 2008-11 \_\_\_\_\_
- B. **CITY OF INVER GROVE HEIGHTS;** Consider Request for Assistance in the Form of Tax Abatement and Enter into a Development & Assessment Agreement with A&W Restaurant \_\_\_\_\_

6. **REGULAR AGENDA CONT.:**

**COMMUNITY DEVELOPMENT:**

- B. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Amendment to Sec. 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing \_\_\_\_\_
- C. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving the Acquisition of Property Lying to the West of Doffing Avenue and South of 64<sup>th</sup> Street \_\_\_\_\_
- D. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving the Acquisition of Property at 6330 Doffing Avenue \_\_\_\_\_

**PARKS AND RECREATION:**

- E. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of Conditions under which the City of Inver Grove Heights would Volunteer to Own the Rock Island Swing Bridge \_\_\_\_\_

**PUBLIC WORKS:**

- F. **CITY OF INVER GROVE HEIGHTS;** Accept Bids and Award Contract for City Project No. 2008-11, Southern Sanitary Sewer System, East Segment \_\_\_\_\_

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Resolution Accepting JAR Bridge Sign/Gear and Recognition of Mr. James Huffman

---

Meeting Date: April 27, 2009  
Item Type: Special Presentation  
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**

Accept pieces of the Rock Island Swing Bridge from Dakota County and pass the attached resolution recognizing Mr. James Huffman for his work to acquire pieces of the Rock Island Swing Bridge.

**SUMMARY**

Dakota and Washington Counties are charged with removing the Rock Island Swing Bridge. Mr. James Huffman has requested that the City of Inver Grove Heights be allowed to retain pieces of the historic bridge structure to preserve the pieces for historic interpretation. The intent is to incorporate the pieces into Heritage Village Park as the park develops over the next several years.

Built in 1895, Bridge No. 5600 (Rock Island Swing Bridge) carried rail traffic on the upper deck and vehicle traffic on the lower deck. From west to east, the structure consists of a 50-‘ long plate girder span (rail level) and a 50’ long multi-timber girder span (vehicle level), 5 steel trusses at about 140 ‘ long each and 442’ long steel swing span, and eleven spans of a two girder and floor beam system with varying lengths of 30 to 40’.

In 1982 the railroad closed the bridge and the renamed “JAR Bridge” began operations as a toll facility. In August 1999, the Minnesota department of Transportation (Mn/DOT) closed the ridge due to failure of structural members.

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION 2009 –**

**RESOLUTION ACCEPTING DONATED PIECES OF THE ROCK ISLAND SWING BRIDGE FROM DAKOTA COUNTY AND RECOGNIZING MR. JAMES HUFFMAN FOR HIS EFFORTS TO PRESERVE A PIECE OF THE COMMUNITY'S HISTORY**

WHEREAS, Washington & Dakota Counties are responsible for the removal of the Rock Island Swing Bridge, and

WHEREAS, the Rock Island Swing Bridge had connected the cities of St. Paul Park and Inver Grove Heights from 1895 – 1999, and

WHEREAS, the Rock Island Swing Bridge was closed to traffic by MN DOT for safety reason, and

WHEREAS, the City of Inver Grove Heights is interested in preserving a piece of history, and

WHEREAS, Mr. James Huffman has requested permission from Dakota County for the City of Inver Grove Heights to receive historical pieces of the Rock Island Swing Bridge, and

WHEREAS, the City of Inver Grove Heights intends to incorporate salvaged pieces of the Rock Island Swing Bridge into the development of Heritage Village Park.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that it hereby recognizes Mr. James Huffman and his efforts to preserve a piece of history for future citizens of Inver Grove Heights.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following voted against the same: \_\_\_\_\_, whereupon said resolution was passed this 27th day of April 2009.

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

ATTEST:

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



**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, APRIL 13, 2009 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, April 13, 2009, 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 City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Parks & Recreation Director Carlson, Finance Director Lanoue and Deputy Clerk Rheaume.

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

Councilmember Piekarski Krech removed Item 4H, Authorize Expenditure of Funds to Upgrade Fiber Module at Fire Station Three from the Consent Agenda

- A.** Minutes of March 23, 2009 Regular Council Meeting
- B.** **Resolution 09-52** Approving Disbursements for Period Ending April 8, 2009
- C.** **Resolution 09-53** Approving Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2009-09D
- D.** **Resolution 09-54** Authorizing the City to Enter into Traffic Control Signal Agreement No. 94220R with Mn/DOT and Dakota County
- E.** **Resolution 09-55** Accepting Proposal from WSB and Associates, Inc. for 2009 NPDES Storm Water Permit Assistance Program
- F.** Approve Joint Powers Agreement relating to Edward Byrne Memorial Grant
- G.** Approve Contract with Dakota County for Sentence to Serve
- I.** Schedule Public Hearing
- J.** Personnel Actions

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

**Ayes: 5**

**Nays: 0      Motion carried.**

**H.** Authorize Expenditure of Funds to Upgrade Fiber Module at Fire Station Three

Councilmember Piekarski Krech questioned if this work would need to be completed if the proposed City Facilities project was to move forward.

Ms. Teppen responded that the fiber module would be used in the long-term because personnel would continue to operate out of two fire stations and programs would not be removed from the computers.

Councilmember Piekarski Krech questioned if the funds should be taken from the City Facilities Fund or the Fire Department budget.

Mayor Tourville stated that the upgrade to the fiber module is required for the system at the Fire Station to operate more efficiently and the previous upgrades to the City's phone system were funded via the City Facilities Fund.

**Motion by Klein, second by Madden to Authorize Expenditure of Funds to Upgrade Fiber Module at Fire Station Three**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

Ed Gunter, 6671 Concord Boulevard, explained that on April 27<sup>th</sup> construction on Concord Boulevard is scheduled to begin and he expressed concerns regarding the signage for businesses located on the North end of Concord.

Mr. Thureen responded that businesses within the construction zone do have “trailblazing” signs. He explained that for businesses located outside of the construction zone, the assumption is that traffic will utilize detours to access those businesses so that area typically does not have signs posted.

**6. PUBLIC HEARINGS:** None.

**7. REGULAR AGENDA:****COMMUNITY DEVELOPMENT:**

**A. QUALITY PROPANE, INC.;** Consider the following resolutions for property located on the East side of Clark Road

- i) Resolution relating to a Conditional Use Permit to allow for a fuel storage (propane) tank facility and to allow storage of small tanks and related equipment
- ii) Resolution relating to a Variance to allow outdoor storage to encroach into the required 100 foot buffer along property zoned A, Agricultural

Mr. Link explained that the applicant is proposing construction of a fuel storage facility consisting of 5-30,000 gallon propane tanks buried partially underground within a sand filled concrete containment area. He stated that outdoor storage is also being requested to store empty propane tanks and equipment. He noted that improvements would include a 5,000 square foot office/storage building with a parking lot in front of the building with the balance of the lot consisting of crushed rock around the tanks and storage area. He added that a chain link fence would surround the lot and the applicant has requested a variance from a required buffer setback. He stated that the proposal meets all of the performance standard requirements with the exception of the buffer requirements. He explained that the applicant has proposed to construct a six foot high berm with a six foot high solid wood fence on top to mitigate the impacts of the outdoor storage from the residences to the East. He added that the Comprehensive Plan anticipates that the area will eventually develop with industrial uses. He explained that the hardship is that the ordinance is narrowly worded and noted that both the Planning Commission and Planning staff recommended approval of the requests.

Councilmember Piekarski Krech asked if the operation would be similar to that of Ferrell Gas, just on a smaller scale. She also questioned if the fuel would be brought to the site via pipeline.

Mr. Link responded that fuel would be brought to the site by trucks.

Councilmember Piekarski Krech asked if painting would occur inside of the building.

Russ Head, Quality Propane, explained that the operation would be a retail facility with no pipeline, very similar to that of Ferrell Gas. He stated that the painting is all done with a roller and noted that there would be no spray painting.

Councilmember Klein asked for an explanation regarding the concrete containment area.

Mr. Head stated that the containment area is a two foot retaining wall block, on grade. He explained that the main function of the concrete barrier is to prevent the sand covering the tanks from spilling out.

Councilmember Piekarski Krech asked if the general public would be served.

Mr. Head responded that the business would serve commercial customers as well as the general public.

**Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 09-56 relating to a Conditional Use Permit to allow for a fuel storage (propane) tank facility and to allow outdoor storage of small tanks and related equipment and Resolution No. 09-57 relating to a Variance to allow outdoor storage to encroach into the required 100 foot buffer along property zoned A, Agricultural**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amendment to Sec. 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing

Mr. Link explained that the City Attorney and Staff recommended two minor administrative changes to the ordinance. He stated that a change to Subdivision 5.1 is proposed so the ordinance recognizes any changes that may be made to the County addressing procedural manual. He added that the second change is to Section 2 which includes adding “addresses” to the list of what is part of the official map of streets.

**Motion by Madden, second by Piekarski Krech, to approve the Second Reading of an Ordinance Amendment to Sec. 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Accepting the Proposal of Landmark Environmental to Prepare a Phase II Environmental Investigation for the Highway 52 Site

Mr. Link explained that the northern property is owned by the City and has been used over the years for public works open storage and the middle property was acquired by Mn/DOT during the construction of Highway 52. He stated that a Phase I environmental analysis concluded that the Mn/DOT property has soil contamination that is likely lead and polycyclic aromatic hydrocarbons. He explained that the Phase I analysis also found that the northern City property may have soil contamination because it was used for the stockpiling of soils of unknown origin, street sweepings, and asphalt. He stated that a Phase II environmental investigation of the site would involve the collection and analysis of soil samples from the northern City property only. He added that the estimated cost for the Phase II investigation is \$2,775.00 and this expenditure was included in the 2009 budget. He noted that there is a MPCA program that may provide and environmental investigation of the Mn/DOT property at no cost to the City and staff has submitted a request for such assistance.

Mayor Tourville asked if this investigation is required if the City wants to market the property in the future.

Councilmember Piekarski Krech asked if the costs associated with the analysis would be recouped in any future sale of the property.

Councilmember Madden confirmed that the analysis would be done on property owned by the City.

Mr. Link responded that the investigation would be required for the City to market the property and confirmed that if the City were to sell the property the costs would be recovered.

**Motion by Madden, second by Klein, to approve Resolution No. 09-58 Accepting the Proposal of Landmark Environmental to Prepare a Phase II Environmental Investigation for the Highway 52 Site**

**Ayes: 5**

**Nays: 0      Motion carried.**

**PUBLIC WORKS:**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Receiving the Feasibility Report, Authorizing an Appraisal Analysis, Authorizing Preparation of Plans and Specifications, and Scheduling a Public Hearing for the 2009 Pavement Management Program, City Project No. 2008-09F, Salem Hills Farm Street Reconstruction/Mill and Overlay

Mr. Thureen explained that in 2008 the City Council directed staff to postpone the project to provide time for further review and response to residents' inquiries. He stated that the project would include a mill and overlay portion as well as a reconstruction portion with two options for the reconstruction portion. He explained that the proposal includes reconstruction of the majority 63<sup>rd</sup> Street and some of the side streets going South. He noted that after the neighborhood meeting staff decided to update the feasibility study. He stated that a geotechnical consultant was brought in to analyze whether or not a 500 foot section at the end of 63<sup>rd</sup> street was in need of full reconstruction and noted that there are two options for this section included in the feasibility report. He explained that a benefit analysis is needed to determine the sustainable assessment amount for the area prior to the public hearing. He noted that staff would also be holding another neighborhood meeting to further discuss the project with residents.

**Motion by Klein, second by Grannis to receive the letter submitted by Paul Johnston**

**Ayes: 5**

**Nays: 0          Motion carried.**

**Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 09-59 receiving the Feasibility Report, Authorizing an Appraisal Analysis, Authorizing Preparation of Plans and Specification, and Scheduling a Public Hearing for the 2009 Pavement Management Program, City Project No. 2008-09F, Salem Hills Farm Street Reconstruction/Mill and Overlay**

Bill McMenemy, resident, stated that he requested the road maintenance documents from staff and still has not received the information. He questioned the estimated assessment amounts included in the feasibility report and stated that there are still a number of residents in the neighborhood that feel that a lot of the work that is included in the feasibility report does not need to be done. He stated that the neighbors are willing to compromise and would like to further discuss the project at the neighborhood meeting. He also questioned why all of the properties in the area were marked.

Mr. Thureen responded that it is standard practice to mark properties as preparation for putting construction plans together so that utility line information can be included in the plans. He stated that the assessment amounts included in the report are estimates.

**Ayes: 5**

**Nays: 0          Motion carried.**

**E. CITY OF INVER GROVE HEIGHTS;** 2009 Budget Amendments

Mr. Lynch explained that Council requested additional information for two of the items included in the proposed 2009 budget amendments. He stated that the recommendation to reduce the number of hours for a position in the inspections department was changed so that the position would be restored to full time. He noted that the position would be utilized in another department for ten hours per week. He explained that the recommendation to eliminate one position at the Veterans Memorial Community Center is still proposed.

**Motion by Klein, second by Grannis, to approve the 2009 Budget Amendments as proposed.**

**Ayes: 5**

**Nays: 0          Motion carried.**

**8. MAYOR AND COUNCIL COMMENTS:**

Mayor Tourville stated that a work session to discuss the proposed Public Safety Addition/City Hall Renovation project needs to be scheduled for Thursday, April 23, 2009 at 6:00 p.m.

**Motion by Madden, seconded by Piekarski Krech, to schedule a Special Council Work Session on**

**April 23, 2009 at 6:00 p.m. to discuss the City Facilities Project.**

**Ayes: 5**

**Nays: 0      Motion carried**

Councilmember Piekarski Krech reminded citizens that Spring Clean-Up Day is scheduled on April 25<sup>th</sup>. She asked if there was anything that could be done to reduce the fees in an effort to encourage residents to participate in the event.

Mayor Tourville added that Park Clean-Up Day is also scheduled on April 25<sup>th</sup>.

Councilmember Grannis stated that there are some employees that have questions and suggestions regarding the budget and would like to be more involved in the process going forward. He asked that a staff member be designated as a contact person for those employees and also recommended leaving a box in the break room for those employees that would like to make suggestions anonymously.

Councilmember Klein requested that information regarding the Cahill Improvements be brought back.

Mr. Kuntz suggested that the Public Works department be directed to prepare the feasibility report for the Cahill Improvements. He stated that the feasibility report should include the baseline methodology for calculation of assessments that is currently used. He noted that parcels also serviced by a private road would have an alternative assessment amount listed in the report for Council consideration.

**9. EXECUTIVE SESSION:**

**A. DOFFING AVENUE ACQUISITION PROGRAM**

**10. ADJOURN:** Motion by Grannis, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 8:50 p.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of April 9, 2009 to April 22, 2009.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending April 22, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$282,633.60
Debt Service & Capital Projects	608,073.29
Enterprise & Internal Service	85,813.72
Escrows	<u>2,080.79</u>
Grand Total for All Funds	<u><u>\$978,601.40</u></u>

If you have any questions about any of the disbursements on the list, please call Vickie Gray, Accounting Technician at 651-450-2515 or Ann Lanoue, Finance Director at 651-450-2517.

Attached to this summary for your action is a resolution approving the disbursements for the period April 9, 2009 to April 22, 2009, and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING April 22, 2009**

**WHEREAS**, a list of disbursements for the period ending April 22, 2009 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	\$ 282,633.60
Debt Service & Capital Projects	608,073.29
Enterprise & Internal Service	85,813.72
Escrows	<u>2,080.79</u>
 Grand Total for All Funds	 <u>\$ 978,601.40</u>

Adopted by the City Council of Inver Grove Heights this 27th day of April, 2009.

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
04/14/2009	93680	TEQUILA MEXICAN RESTAUR	city of inver grove hgts	101-1000-413.50-75		4/2009 * Total	64.54 64.54
04/15/2009	93684	APMP OF MINNESOTA	member; jenelle teppen	101-1100-413.50-70		4/2009 * Total	30.00 30.00
04/15/2009	93688	BARNA, GUZY, & STEFFEN	city of inver grove hgts	101-1100-413.30-43		4/2009 * Total	24.00 24.00
04/15/2009	93689	BINA, ALLISON	training	101-4000-421.50-75		4/2009 * Total	14.39 14.39
04/15/2009	93690	BRINKMAN, AMY	water - council meeting	101-1000-413.50-75		4/2009 * Total	4.99 4.99
04/15/2009	93693	CITY OF SAINT PAUL	inver grove hgts pd	101-4000-421.40-42		4/2009 * Total	208.50 208.50
04/15/2009	93699	DAKOTA CTY CHIEFS OF PO	membership renewal	101-4000-421.50-70		4/2009 * Total	65.00 65.00
04/15/2009	93700	DAKOTA CTY FINANCIAL SV	inver grove hgts pd	101-4000-421.70-30		4/2009 * Total	21,316.16 21,316.16
04/15/2009	93705	DAKOTA ELECTRIC ASSN	acct 4430542	101-5400-445.40-20		4/2009 * Total	43.84 43.84
04/15/2009	93713	EMMONS & OLIVIER RESOUR	city of inver grove hgts	101-5100-442.30-30		4/2009 * Total	1,134.75 1,134.75
04/15/2009	93714	ENGSTROM, NELS	lunch - training	101-4000-421.50-75		4/2009 * Total	12.70 12.70
04/15/2009	93716	FIRE SAFETY USA	inver grove hgts fd	101-4200-423.40-42		4/2009 * Total	133.13 133.13
04/15/2009	93718	G & K SERVICES	cust 1182519995	101-5200-443.60-45		4/2009 4/2009	49.32 54.47
			cust 1182519995	101-6000-451.60-45		* Total	103.79
04/15/2009	93729	IMAGE TREND INC	city of inver grove hgts	101-4200-423.30-70		4/2009 * Total	19,796.70 19,796.70
04/15/2009	93730	INFINITY WIRELESS	inver grove hgts fd	101-4200-423.60-40		4/2009 * Total	34.08 34.08
04/15/2009	93731	INTOXIMETERS	cust mninvo	101-4000-421.60-65		4/2009 * Total	101.18 101.18
04/15/2009	93738	KELLEY, TERRY	lunch - training	101-4000-421.50-75		4/2009 * Total	10.66 10.66
04/15/2009	93744	LANGUAGE LINE SERVICES	acc t9020909043	101-4000-421.50-20		4/2009	35.17

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/15/2009	93745	LAVALLEY, ANNETTE	name tag - uniform	101-4000-421.60-45		* Total	35.17
04/15/2009	93745	LAVALLEY, ANNETTE	name tag - uniform	101-4000-421.60-45		4/2009	5.87
						* Total	5.87
04/15/2009	93747	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		4/2009	240.00
			client 81000e	101-1000-413.30-42		4/2009	18,077.39
			client 81000e	101-3200-419.30-42		4/2009	2,003.60
			client 81000e	101-3300-419.30-42		4/2009	60.00
			client 81000e	101-4000-421.30-42		4/2009	1,373.00
			client 81000e	101-5000-441.30-42		4/2009	4,033.80
			client 81000e	101-6000-451.30-42		4/2009	552.00
						* Total	26,339.79
04/15/2009	93748	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		4/2009	20,139.72
						* Total	20,139.72
04/15/2009	93749	LILLIE SUBURBAN NEWSPAP	acct 1363	101-1100-413.50-25		4/2009	6.40
						* Total	6.40
04/15/2009	93751	MADSEN, BENNETT	lunch - training	101-4000-421.50-75		4/2009	10.66
						* Total	10.66
04/15/2009	93755	METROPOLITAN COUNCIL EN	city of inver grove hgts	101-0000-341.40-00		4/2009	100.00-
						* Total	100.00-
04/15/2009	93757	MINNEAPOLIS OXYGEN CO.	cust 113505	101-4000-421.60-65		4/2009	110.83
						* Total	110.83
04/15/2009	93758	MN DEPT OF PUBLIC SAFET	cust no 12981	101-4000-421.40-44		4/2009	390.00
						* Total	390.00
04/15/2009	93759	MN STATE RETIREMENT SYS	city of inver grove hgts	101-0000-203.22-00		4/2009	1,315.45
						* Total	1,315.45
04/15/2009	93763	PETTY CASH	start up cash	101-0000-101.04-00		4/2009	300.00
						* Total	300.00
04/15/2009	93767	RAMBAUM, SHANE	lunch - training	101-4000-421.50-75		4/2009	11.94
						* Total	11.94
04/15/2009	93777	TIMESAVER OFF SITE SECR	city of inver grove hgts	101-1100-413.30-70		4/2009	358.50
						* Total	358.50
04/15/2009	93778	U OF M - CCE REGISTRATI	john deunhs	101-5200-443.50-80		4/2009	110.00
						* Total	110.00
04/15/2009	93779	U OF M - WDCP	nicholas hahn	101-5100-442.50-70		4/2009	25.00
						* Total	25.00
04/15/2009	93780	UNIFORMS UNLIMITED	acct i14866	101-4000-421.60-45		4/2009	38.80
			acct i14866	101-4000-421.60-45		4/2009	488.01
			acct i14866	101-4000-421.60-45		4/2009	361.19

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/15/2009	93780	UNIFORMS UNLIMITED	acct i14866	101-4000-421.60-18		4/2009 * Total	382.44 1,270.44
04/15/2009	93782	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		4/2009 * Total	26.44 26.44
04/15/2009	93784	WEATHER GUARD CONSTRUCT	job canceled job canceled	101-0000-207.01-00 101-0000-322.10-00		4/2009 4/2009 * Total	.50 76.50 77.00
04/15/2009	93788	XCEL ENERGY	city of inver grove hghts	101-5400-445.40-20		4/2009 * Total	98.87 98.87
04/15/2009	93791	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		4/2009 * Total	40.39 40.39
04/15/2009	93792	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		4/2009 * Total	98.87 98.87
04/15/2009	93793	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		4/2009 * Total	113.35 113.35
04/15/2009	93794	XCEL ENERGY	acct 5152791130 acct 5152791130	101-5200-443.40-20 101-5400-445.40-20		4/2009 4/2009 * Total	140.08 9,078.56 9,218.64
04/22/2009	93798	ADMINISTRATION RESOURCE	city of inver city of inver	101-1100-413.30-55 101-2000-415.30-55 101-3000-419.30-55 101-3200-419.30-55 101-3300-419.30-55 101-4000-421.30-55 101-5000-441.30-55 101-5100-442.30-55 101-6000-451.30-55		4/2009 4/2009 4/2009 4/2009 4/2009 4/2009 4/2009 4/2009 * Total	12.30 28.70 8.30 4.15 13.95 61.15 11.25 25.60 1.92 167.32
04/22/2009	93799	AFSCME COUNCIL 5	city of inver grove hghts	101-0000-203.10-00		4/2009 * Total	920.95 920.95
04/22/2009	93800	ALLINA OCC MED	acct 70007678	101-4000-421.30-70		4/2009 * Total	158.50 158.50
04/22/2009	93803	ATOM	city of inver grove hghts	101-4000-421.50-80		4/2009 * Total	40.00 40.00
04/22/2009	93806	CARLSON, ERIC	town hall meeting supplies	101-1000-413.50-75		4/2009 * Total	486.10 486.10
04/22/2009	93810	COLLINS ELECTRICAL CONS	city of inver grove hghts	101-5200-443.40-46		4/2009 * Total	388.35 388.35
04/22/2009	93811	COPY RIGHT	city of inver grove hghts	101-4000-421.50-30		4/2009	154.46

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/22/2009	93814	DANNER LANDSCAPING	city of inver grove hgts	101-5200-443.60-16		4/2009	34.00
						* Total	34.00
04/22/2009	93822	GRAND VIEW LODGE	joseph robertson	101-4000-421.50-75		4/2009	244.96
						* Total	244.96
04/22/2009	93824	HEALTH PARTNERS	city of inver grove hgts	101-0000-203.07-00		4/2009	84,943.63
			city of inver grove hgts	101-0000-203.08-00		4/2009	6,822.08
						* Total	91,765.71
04/22/2009	93825	HEALTH PARTNERS	city of inver grove hgts	101-0000-203.07-00		4/2009	61.46
			city of inver grove hgts	101-0000-203.08-00		4/2009	214.48
						* Total	153.02
04/22/2009	93827	INVER GROVE HEIGHTS ANI	city of inver grove hgts	101-0000-365.00-00		4/2009	396.00
						* Total	396.00
04/22/2009	93830	KEEPRS, INC	city of inver grove hgts	101-4000-421.60-45		4/2009	87.62
						* Total	87.62
04/22/2009	93836	LEXISNEXIS	acct 1369635	101-4000-421.50-20		4/2009	40.20
						* Total	40.20
04/22/2009	93837	LINK, THOMAS	mileage	101-3000-419.50-65		4/2009	94.60
						* Total	94.60
04/22/2009	93838	LOCAL GOVERNMENT INFORM	inver grove hgts	101-4000-421.70-30		4/2009	3,780.00
						* Total	3,780.00
04/22/2009	93840	MATRIX LASER CARE	city of inver grove	101-4000-421.60-65		4/2009	47.98
						* Total	47.98
04/22/2009	93841	MID-AMERICA BUSINESS SY	acct i259	101-1100-413.40-44		4/2009	9,126.57
						* Total	9,126.57
04/22/2009	93842	MINNEAPOLIS FINANCE DEP	cust inv0001 a	101-4000-421.70-30		4/2009	240.00
						* Total	240.00
04/22/2009	93843	MN DEPT OF EMPLOYMENT &	city of inver grove hgts	101-1100-413.20-70		4/2009	50.13
			city of inver grove hgts	101-4200-423.20-70		4/2009	672.78
			city of inver grove hgts	101-6000-451.20-70		4/2009	1,334.67
						* Total	2,057.58
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	101-0000-203.09-00		4/2009	1,988.83
			policy 27324	101-1100-413.20-62		4/2009	76.23
			policy 27324	101-2000-415.20-62		4/2009	93.02
			policy 27324	101-3000-419.20-62		4/2009	29.24
			policy 27324	101-3200-419.20-62		4/2009	40.34
			policy 27324	101-3300-419.20-62		4/2009	69.03
			policy 27324	101-4000-421.20-62		4/2009	489.49
			policy 27324	101-4200-423.20-62		4/2009	38.68

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	101-5000-441.20-62		4/2009	22.67
			policy 27324	101-5100-442.20-62		4/2009	101.37
			policy 27324	101-5200-443.20-62		4/2009	74.41
			policy 27324	101-6000-451.20-62		4/2009	91.93
					*	Total	3,115.24
04/22/2009	93849	MN STATE RETIREMENT SYS	city of inver grove hgts	101-0000-203.22-00		4/2009	658.55
			city of inver grove hgts	101-0000-203.22-00		4/2009	3,504.23
					*	Total	4,162.78
04/22/2009	93850	MN STATE RETIREMENT SYS	city of inver grove hgts	101-0000-203.22-00		4/2009	2,539.83
					*	Total	2,539.83
04/22/2009	93851	MN STATE RETIREMENT SYS	city of inver grove hgts	101-0000-203.22-00		4/2009	185.07
					*	Total	185.07
04/22/2009	93852	MSANI	attende joseph robertson	101-4000-421.50-80		4/2009	100.00
					*	Total	100.00
04/22/2009	93853	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		4/2009	614.31
					*	Total	614.31
04/22/2009	93854	NOVA FROST INC	contractors license	101-0000-321.95-00		4/2009	50.00
					*	Total	50.00
04/22/2009	93856	PETTY CASH	SPRING CLEAN UP	101-0000-101.04-00		4/2009	150.00
					*	Total	150.00
04/22/2009	93857	PRAIL, RYAN V	food - training	101-4000-421.50-75		4/2009	19.80
					*	Total	19.80
04/22/2009	93861	SCHWAAB, INC	ACCT 9825C	101-3300-419.60-40		4/2009	28.80
					*	Total	28.80
04/22/2009	93862	SPRINT	acct 166309819	101-4000-421.50-20		4/2009	409.90
					*	Total	409.90
04/22/2009	93864	STREICHER'S	acct 153162	101-4000-421.60-45		4/2009	209.40
			acct 153162	101-4000-421.60-45		4/2009	26.61
			acct 153162	101-4000-421.60-45		4/2009	171.96
			acct 153162	101-4000-421.60-45		4/2009	139.82
			acct 153162	101-4000-421.60-45		4/2009	68.13
			acct 153162	101-4000-421.60-45		4/2009	229.99
					*	Total	845.91
04/22/2009	93866	T MOBILE	ACCT 494910368	101-5100-442.50-20		4/2009	49.99
					*	Total	49.99
04/22/2009	93868	TWIN CITIES OCCUPATIONA	N261251001589	101-1100-413.30-50		4/2009	165.00
					*	Total	165.00
04/22/2009	93869	UNITED STATES TREASURY	41-6005255 FORM 941	101-0000-203.04-00		4/2009	368.90
			41-6005255 FORM 941	101-0000-203.05-00		4/2009	357.80

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/22/2009	93870	UNITED WAY	acct 153162	101-0000-203.13-00		4/2009	188.00
						* Total	188.00
04/22/2009	93872	US POSTMASTER	city of inver grove hgts	101-1100-413.50-32		4/2009	1,986.50
						* Total	1,986.50
04/22/2009	93873	US POSTMASTER - IGH	stamps	101-4200-423.50-35		4/2009	126.00
						* Total	126.00
				78 Checks	** Fund Total		228,949.49
04/15/2009	93755	METROPOLITAN COUNCIL EN	city of inver grove hgts	404-0000-217.00-00		4/2009	10,000.00
						* Total	10,000.00
04/15/2009	93747	LEVANDER, GILLEN & MILL	client 81000e	423-5903-723.30-42	0303	4/2009	7,286.55
				1 Checks	** Fund Total		7,286.55
04/15/2009	93747	LEVANDER, GILLEN & MILL	client 81000e	425-5922-725.30-42	0522	4/2009	239.50
				1 Checks	** Fund Total		239.50
04/15/2009	93747	LEVANDER, GILLEN & MILL	client 81000e	427-5917-727.30-42	0717	4/2009	1,700.45
				1 Checks	** Fund Total		1,700.45
04/15/2009	93741	KRECH, O'BRIEN, MUELLER	city of inver grove hgts	428-5918-728.30-70	0818	4/2009	4,500.00
				1 Checks	** Fund Total		4,500.00
04/15/2009	93747	LEVANDER, GILLEN & MILL	client 81000e	428-5911-728.30-42	0811	4/2009	4,942.00
				1 Checks	** Fund Total		4,942.00
04/15/2009	93749	LILLIE SUBURBAN NEWSPAP	acct 1363	428-5918-728.50-25	0818	4/2009	100.80
			acct 1363	428-5918-728.50-25	0818	4/2009	103.95
			acct 1363	428-5911-728.50-25	0811	4/2009	47.25
					* Total		252.00
				3 Checks	** Fund Total		9,694.00
04/15/2009	93713	EMMONS & OLIVIER RESOUR	city of inver grove hgts	429-5901-729.30-30	0901	4/2009	658.75
					* Total		658.75
04/15/2009	93747	LEVANDER, GILLEN & MILL	client 81000e	429-5901-729.30-42	0901	4/2009	570.40
					* Total		570.40
04/15/2009	93787	WSB & ASSOCIATES, INC.	city of inver grove hgts	429-5911-729.30-30	0911	4/2009	3,259.00

City of Inver Grove Heights  
CHECK REGISTER BY FUND

Prepared: 04/22/2009, 13:41:20  
Program: GM179L  
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/15/2009	93787	WSB & ASSOCIATES, INC.	city of inver grove hgts	429-5911-729.30-30	0911	4/2009	870.00
			city of inver grove hgts	429-5901-729.30-30	0901	4/2009	766.00
					* Total		4,895.00
					** Fund Total		6,124.15
04/15/2009	93683	AMERICAN ENGINEERING TE	city of inver grove hgts	440-5900-740.30-34	0909D	4/2009	750.00
					* Total		750.00
04/15/2009	93720	GORMAN SURVEYING, INC	city of inver grove	440-5900-740.30-32	0909D	4/2009	425.00
					* Total		425.00
04/15/2009	93747	LEVANDER, GILLEN & MILL	client 81000e	440-5900-740.30-42	0909D	4/2009	1,296.00
					* Total		1,296.00
04/15/2009	93749	LILLIE SUBURBAN NEWSPAP	acct 1363	440-5900-740.50-25	0909D	4/2009	245.70
					* Total		245.70
04/15/2009	93756	METZEN APPRAISALS	city of inver grove hgts	440-5900-740.80-10	0909D	4/2009	3,000.00
					* Total		3,000.00
04/22/2009	93804	BARR ENGINEERING COMPAN	city of inver grove	440-5900-740.30-30	0909D	4/2009	8,652.95
					* Total		8,652.95
04/22/2009	93859	REED BUSINESS INFORMATI	ACCT 8211155	440-5900-740.50-25	0909D	4/2009	297.66
					* Total		297.66
					** Fund Total		14,667.31
04/15/2009	93702	DAKOTA CTY PROPERTY REC	1st half payment	446-5915-746.80-10	0315	4/2009	1,521.80
					* Total		1,521.80
04/15/2009	93703	DAKOTA CTY PROPERTY REC	1st half payment	446-5915-746.80-10	0315	4/2009	1,844.11
					* Total		1,844.11
04/15/2009	93713	EMMONS & OLIVIER RESOUR	city of inver grove hgts	446-5915-746.30-30	0315	4/2009	346.90
					* Total		346.90
04/15/2009	93747	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	4/2009	3,980.60
					* Total		3,980.60
04/22/2009	93801	AMES CONSTRUCTION INC	nw area trunk improvement	446-5915-746.80-30	0315	4/2009	543,699.06
					* Total		543,699.06
04/22/2009	93831	KENNEDY & GRAVEN	city of inver grove hgts	446-5915-746.30-44	0315	4/2009	6,968.86
					* Total		6,968.86
					** Fund Total		558,361.33
04/15/2009	93681	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		4/2009	6.38
			cust 1126	501-7100-512.60-16		4/2009	6.27
			cust 1126	501-7100-512.60-16		4/2009	18.08
					* Total		30.73

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/15/2009	93709	ELECTRIC FIRE & SECURIT	city of inver grove hghts	501-7100-512.40-40		4/2009 * Total	95.86 95.86
04/15/2009	93718	G & K SERVICES	cust 1182519995	501-7100-512.60-45		4/2009 * Total	28.38 28.38
04/15/2009	93723	HAWKINS, INC.	cust 108816	501-7100-512.60-19		4/2009 * Total	561.50 561.50
04/15/2009	93791	XCEL ENERGY	acct 5160987097 acct 5160987097	501-7100-512.40-10 501-7100-512.40-20		4/2009 * Total	53.03 1,839.48 1,892.51
04/22/2009	93796	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		4/2009 * Total	11.78 11.78
04/22/2009	93798	ADMINISTRATION RESOURCE	city of inver	501-7100-512.30-55		4/2009 * Total	23.43 23.43
04/22/2009	93819	FRAMING PLACE & GALLERY	city of inver grove hghts	501-7100-512.60-16		4/2009 * Total	129.96 129.96
04/22/2009	93826	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		4/2009 * Total	88.56 88.56
04/22/2009	93832	KEYS WELL DRILLING CO	city of inver grove hghts	501-7100-512.40-42		4/2009 * Total	20,725.00 20,725.00
04/22/2009	93844	MN GLOVE & SAFETY, INC.	acct cteinve	501-7100-512.60-65		4/2009 * Total	405.00 405.00
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	501-7100-512.20-62		4/2009 * Total	52.75 52.75
04/22/2009	93863	SPRINT	acct 842483314	501-7100-512.50-20		4/2009 * Total	270.98 270.98
04/15/2009	93718	G & K SERVICES	cust 1182519995	502-7200-514.60-45		4/2009 * Total	12.16 12.16
04/15/2009	93791	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		4/2009 * Total	81.95 81.95
04/22/2009	93798	ADMINISTRATION RESOURCE	city of inver	502-7200-514.30-55		4/2009 * Total	15.62 15.62
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	502-7200-514.20-62		4/2009 * Total	34.04 34.04
					13 Checks	** Fund Total	24,316.44
					4 Checks	** Fund Total	143.77

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/15/2009	93681	ACE PAINT & HARDWARE	cust 1126	503-8400-525.40-41		4/2009	49.26
						* Total	49.26
04/15/2009	93685	ARCTIC GLACIER, INC.	cust 1726134	503-8300-524.60-65		4/2009	65.32
						* Total	65.32
04/15/2009	93694	COCA COLA BOTTLING COMP	cust 3079049	503-8300-524.76-10		4/2009	2,174.60
						* Total	2,174.60
04/15/2009	93695	COLLEGE CITY BEVERAGE	cust 3592	503-8300-524.76-15		4/2009	498.40
						* Total	498.40
04/15/2009	93719	G & K SERVICES	cust 0157401	503-8600-527.60-45		4/2009	79.18
						* Total	79.18
04/15/2009	93721	GRAINGER	acct 855256939	503-8500-526.60-65		4/2009	151.76
						* Total	151.76
04/15/2009	93722	GRANDMA'S BAKERY	cust 24400	503-8300-524.76-05		4/2009	23.80
			cust 24400	503-8300-524.76-05		4/2009	19.08
			cust 24400	503-8300-524.76-05		4/2009	30.97
			cust 24400	503-8300-524.76-05		4/2009	30.97
			cust 24400	503-8300-524.76-05		4/2009	30.97
			ust 24400	503-8300-524.76-05		4/2009	28.58
						* Total	30.97
						* Total	195.34
04/15/2009	93735	JJ TAYLOR DIST. COMPANY	inverwood golf	503-8300-524.76-15		4/2009	341.00
						* Total	341.00
04/15/2009	93736	JOHN DEERE LANDSCAPES/L	acct 269520	503-8600-527.60-50		4/2009	76.68
			acct 269520	503-8600-527.60-50		4/2009	409.92
			acct 269520	503-8600-527.60-30		4/2009	200.54
			acct 269520	503-8600-527.60-20		4/2009	692.94
						* Total	1,380.08
04/15/2009	93750	M. AMUNDSON LLP	act 902858	503-8300-524.76-05		4/2009	296.00
						* Total	296.00
04/15/2009	93752	MARK VII DISTRIBUTORS I	acct 756606	503-8300-524.76-15		4/2009	114.00
						* Total	114.00
04/15/2009	93753	MCMURCHIE, AL	binders/index tab	503-8500-526.60-10		4/2009	50.73
						* Total	50.73
04/15/2009	93754	MENARDS - WEST ST. PAUL	acct 30170265	503-8600-527.60-12		4/2009	58.00
			acct 30170265	503-8600-527.40-42		4/2009	44.54
						* Total	102.54
04/15/2009	93760	NATURE CALLS, INC.	acct inverwood	503-8600-527.40-65		4/2009	81.30
						* Total	81.30
04/15/2009	93762	PERFORMANCE DRAFT BEER	acct inverwood	503-8300-524.40-42		4/2009	30.00

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/15/2009	93772	SOUTH BAY DESIGN	inverwood golf course	503-8500-526.50-25		* Total	30.00
04/15/2009	93781	US FOODSERVICE	acct 223000	503-8300-524.60-65		* Total	260.00
			acct 223000	503-8300-524.76-05			260.00
			acct 223000	503-8300-524.76-10			676.24
			acct 223000	503-8300-524.76-05			613.78
							119.63
							380.84
						* Total	1,790.49
04/22/2009	93796	ACE PAINT & HARDWARE	acct 1126	503-8500-526.60-65		4/2009	24.04
			acct 1126	503-8600-527.40-40		4/2009	7.01
						* Total	31.05
04/22/2009	93798	ADMINISTRATION RESOURCE	city of inver	503-8600-527.30-55		4/2009	11.30
						* Total	11.30
04/22/2009	93802	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65		4/2009	129.64
						* Total	129.64
04/22/2009	93808	CLEVELAND GOLF	acct 2898288	503-8200-523.76-25		4/2009	125.91
						* Total	125.91
04/22/2009	93812	COVERALL OF THE TWIN CI	acct 2469	503-8500-526.40-40		4/2009	1,080.98
						* Total	1,080.98
04/22/2009	93813	CUTTER & BUCK	cust 1006103	503-8000-521.60-45		4/2009	72.95
						* Total	72.95
04/22/2009	93820	G & K SERVICES	cust 0157401	503-8600-527.60-45		4/2009	73.40
						* Total	73.40
04/22/2009	93821	GARY'S PEST CONTROL	inverwood golf	503-8500-526.40-40		4/2009	69.39
						* Total	69.39
04/22/2009	93823	GRANDMA'S BAKERY	acct 24400	503-8300-524.76-05		4/2009	30.59
			acct 24400	503-8300-524.76-05		4/2009	28.58
						* Total	59.17
04/22/2009	93839	M. AMUNDSON LLP	acct 902858	503-8300-524.76-05		4/2009	172.20
						* Total	172.20
04/22/2009	93843	MN DEPT OF EMPLOYMENT &	city of inver grove hgts	503-8000-521.20-70		4/2009	3,907.10
			city of inver grove hgts	503-8300-524.20-70		4/2009	4,245.00
			city of inver grove hgts	503-8500-526.20-70		4/2009	3,159.00
			city of inver grove hgts	503-8600-527.20-70		4/2009	4,560.24
						* Total	15,871.34
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	503-8000-521.20-62		4/2009	10.73
			policy 27324	503-8500-526.20-62		4/2009	24.80
			policy 27324	503-8600-527.20-62		4/2009	41.82
						* Total	77.35

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/22/2009	93865	SUMMIT FOOD EQUIPMENT S	INVERWOOD GOLF COURSE	503-8300-524.40-42		4/2009 * Total	928.81 928.81
04/22/2009	93867	IDS METROCOM	ACCT 6514573667	503-8500-526.50-20		4/2009 * Total	279.56 279.56
04/22/2009	93871	US FOODSERVICE	ACCT 223000 ACCT 223000	503-8300-524.60-65 503-8300-524.76-05		4/2009 * Total	114.31 441.95 556.26
04/22/2009	93877	YOCUM OIL COMPANY, INC.	GOLF COURSE	503-8400-525.60-21		4/2009 * Total	624.47 624.47
04/15/2009	93701	DAKOTA CTY PARKS DEPT	city of inver grove hgts	504-6100-452.30-70	R20100	4/2009 * Total	75.00 75.00
04/15/2009	93734	J-C PRESS	cust 1598	504-6100-452.50-30	R90100	4/2009 * Total	234.85 234.85
04/15/2009	93769	SAM'S CLUB	acct 771509006570540 acct 771509006570540 acct 771509006570540	504-6100-452.50-70 504-6100-452.60-09 504-6100-452.60-40	R90100 R40950 R90100	4/2009 * Total	140.00 29.23 195.00 364.23
04/15/2009	93776	TARGET BANK	acct 9370	504-6100-452.60-09	R20120	4/2009 * Total	73.67 73.67
04/15/2009	93785	WEGLEITNER, DAVID	cancelled out of class	504-0000-347.00-00	R40100	4/2009 * Total	57.00 57.00
04/22/2009	93798	ADMINISTRATION RESOURCE	city of inver	504-6100-452.30-55	R90100	4/2009 * Total	7.90 7.90
04/22/2009	93816	FIRST IMPRESSION GROUP	city of inver grove hgts	504-6100-452.50-35	R90100	4/2009 * Total	1,075.00 1,075.00
04/22/2009	93817	FLATLEY, LAURI	original ck 92486 destroy	504-0000-347.00-00	R20100	4/2009 * Total	25.00 25.00
04/22/2009	93828	INVER GROVE HEIGHTS SEN	city of inver grove hgts	504-0000-227.10-00		4/2009 * Total	312.00 312.00
04/22/2009	93829	ISD #199	city of inver grove hgts	504-0000-227.10-00		4/2009 * Total	181.00 181.00
04/22/2009	93843	MN DEPT OF EMPLOYMENT &	city of inver grove hgts	504-6100-452.20-70	R40950	4/2009 * Total	107.02 107.02
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	504-6100-452.20-62	R90100	4/2009 * Total	68.78 68.78
			33 Checks	** Fund Total			27,823.78

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/22/2009	93874	USA TUMBLE BEE'S GYMNAS	city of inver grove hgts	504-6100-452.30-70	R20100	4/2009 * Total	150.00 150.00
13 Checks      ** Fund Total							2,731.45
04/15/2009	93681	ACE PAINT & HARDWARE	acct 1126	505-6200-453.60-16	C25000	4/2009	12.44
			acct 1126	505-6200-453.60-16	C25000	4/2009 * Total	26.39 38.83
04/15/2009	93691	BROWN, BILL	overpmt ice rental	505-0000-207.03-00	C17500	4/2009	12.88
			overpmt ice rental	505-0000-352.22-00	C17500	4/2009 * Total	190.81 203.69
04/15/2009	93696	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	4/2009 * Total	74.95 74.95
04/15/2009	93698	CULLIGAN	acct 157011438908	505-6200-453.60-16	C25000	4/2009	789.58
			acct 157011438908	505-6200-453.60-65	C10000	4/2009 * Total	28.22 817.80
04/15/2009	93706	DAKOTA GLASS & GLAZING	city of inver grove hgts	505-6200-453.40-40	C21000	4/2009 * Total	498.00 498.00
04/15/2009	93710	ELECTRONIC COMM. SYSTEM	city of inver grove hgts	505-6200-453.40-40	C25000	4/2009 * Total	1,319.93 1,319.93
04/15/2009	93721	GRAINGER	acct 806460150	505-6200-453.60-16	C25000	4/2009	48.88
			acct 806460150	505-6200-453.60-16	C21000	4/2009 * Total	357.90 406.78
04/15/2009	93723	HAWKINS, INC.	acct 108815	505-6200-453.60-15	C25000	4/2009	1,570.40
			acct 108815	505-6200-453.60-15	C25000	4/2009	700.77
			acct 108815	505-6200-453.60-15	C25000	4/2009 * Total	604.36 2,875.53
04/15/2009	93724	HILLYARD INC	acct 267670	505-6200-453.60-11	C25000	4/2009 * Total	722.96 722.96
04/15/2009	93725	HOME DEPOT CREDIT SERVI	acct 6035322017128343	505-6200-453.60-16	C21000	4/2009	35.00
			acct 6035322017128343	505-6200-453.60-40	C21000	4/2009 * Total	14.00 49.00
04/15/2009	93726	HUEBSCH SERVICES	acct 92965	505-6200-453.40-40	C21000	4/2009 * Total	105.20 105.20
04/15/2009	93728	ICE SKATING INSTITUTE	city of inver grove	505-6200-453.50-70	C40000	4/2009 * Total	25.00 25.00
04/15/2009	93733	ISD 197 COMMUNITY EDUCA	overpmt group rental	505-0000-352.27-00	C55000	4/2009 * Total	60.00 60.00
04/15/2009	93737	JOHNSON CONTROLS	cust 288129520201	505-6200-453.40-40	C25000	4/2009	2,634.67
			cust 288129520201	505-6200-453.40-40	C25000	4/2009 * Total	2,634.67 2,634.67

City of Inver Grove Heights  
CHECK REGISTER BY FUND

Prepared: 04/22/2009, 13:41:20  
Program: GM179L  
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/15/2009	93739	KENNEDY, RENEE	cancelled out of class	505-0000-352.35-00	C71000	4/2009	29.00
						* Total	5,269.34
04/15/2009	93740	KIMBALL MIDWEST	acct 226819	505-6200-453.60-16	C25000	4/2009	165.06
						* Total	165.06
04/15/2009	93764	PETTY CASH - ATM	bank fees	505-6200-453.70-44	C10000	4/2009	8.83
						* Total	8.83
04/15/2009	93766	PUSH PEDAL PULL	city of inver grove hghts	505-6200-453.40-42	C70000	4/2009	169.57
						* Total	169.57
04/15/2009	93768	ROACH, RICK	mileage	505-6200-453.50-65	C25000	4/2009	39.05
						* Total	39.05
04/15/2009	93769	SAM'S CLUB	acct 771509006570540	505-6200-453.60-65	C15500	4/2009	4.76
			acct 771509006570540	505-6200-453.76-05	C16000	4/2009	58.25
						* Total	63.01
04/15/2009	93770	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-16	C21000	4/2009	81.41
			acct 7715090061606950	505-6200-453.60-65	C10100	4/2009	54.19
			acct 7715090061606950	505-6200-453.76-05	C30300	4/2009	213.88
						* Total	349.48
04/15/2009	93773	SPRUNG SERVICES	city of inver grove	505-6200-453.40-40	C25000	4/2009	555.23
						* Total	555.23
04/15/2009	93789	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C25000	4/2009	12,108.06
			acct 5168679487	505-6200-453.40-20	C25000	4/2009	19,806.70
						* Total	31,914.76
04/22/2009	93798	ADMINISTRATION RESOURCE	city of inver	505-6200-453.30-55	C50000	4/2009	27.78
						* Total	27.78
04/22/2009	93806	CARLSON, ERIC	conciliation court-parking	505-6200-453.50-65	C10000	4/2009	8.00
						* Total	8.00
04/22/2009	93809	COCA COLA BOTTLING COMP	outlet 3291552	505-6200-453.60-65	C30200	4/2009	55.00
			outlet 3291552	505-6200-453.76-10	C30200	4/2009	210.80
			outlet 329154	505-6200-453.76-10	C30100	4/2009	196.00
			outlet 3291552	505-6200-453.76-10	C30200	4/2009	167.70
						* Total	629.50
04/22/2009	93816	FIRST IMPRESSION GROUP,	city of inver grove hghts	505-6200-453.50-35	C95000	4/2009	1,075.00
						* Total	1,075.00
04/22/2009	93843	MN DEPT OF EMPLOYMENT &	city of inver grove hghts	505-6200-453.20-70	C25000	4/2009	14.68
						* Total	14.68
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	505-6200-453.20-62	C70000	4/2009	132.08
						* Total	132.08

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/22/2009	93855	OLYMPIC POOLS	city of inver grove hghts	505-6200-453.40-40	C25000	4/2009	2,305.52
					*	Total	2,305.52
04/22/2009	93860	SAVAGE, DAWN	city of inver grove hghts	505-6200-453.30-70	C51000	4/2009	280.00
					*	Total	280.00
04/22/2009	93875	VISTAR CORPORATION	acct 10130236	505-6200-453.76-05	C30100	4/2009	135.16
			acct 10095779	505-6200-453.60-65	C30200	4/2009	14.89
			acct 10095779	505-6200-453.76-05	C30200	4/2009	247.93
			acct 10130236	505-6200-453.76-05	C30100	4/2009	83.06
			acct 10095779	505-6200-453.60-65	C30200	4/2009	58.36
			acct 10095779	505-6200-453.76-05	C30200	4/2009	179.70
					*	Total	719.10
32 Checks ** Fund Total							50,952.66
04/22/2009	93798	ADMINISTRATION RESOURCE	city of inver	602-2100-415.30-55		4/2009	.70
					*	Total	.70
04/22/2009	93835	LEAGUE OF MN CITIES	inver grove hghts	602-2100-415.50-80		4/2009	20.00
					*	Total	20.00
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	602-2100-415.20-62		4/2009	2.07
					*	Total	2.07
3 Checks ** Fund Total							22.77
04/15/2009	93686	ASTLEFORD INT'L & ISUZU	cust 1454	603-0000-145.50-00		4/2009	313.11
			cust 1454	603-0000-145.50-00		4/2009	40.60
					*	Total	353.71
04/15/2009	93687	AUTOMATIC ENTRANCE SYST	city of inver grove hghts	603-5300-444.40-40		4/2009	325.00
					*	Total	325.00
04/15/2009	93692	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		4/2009	14.88
			cust 614420	603-5300-444.40-41		4/2009	9.24
			cust 614420	603-0000-145.50-00		4/2009	36.19
			cust 614420	603-5300-444.40-41		4/2009	9.39
			cust 614420	603-5300-444.60-12		4/2009	5.29
			cust 614420	603-0000-145.50-00		4/2009	29.42
			cust 614420	603-5300-444.60-12		4/2009	8.72
			cust 614420	603-5300-444.60-12		4/2009	6.33
			cust 614420	603-0000-145.50-00		4/2009	13.81
			cust 614420	603-5300-444.60-40		4/2009	25.02
			cust 614420	603-0000-145.50-00		4/2009	28.18
			cust 614420	603-5300-444.60-12		4/2009	12.74
					*	Total	199.21
04/15/2009	93704	DAKOTA CTY TECH COLLEGE	jay lerbs	603-5300-444.50-80		4/2009	150.00
					*	Total	150.00
04/15/2009	93708	DON PIEHL	city of inver grove hghts	603-5300-444.60-40		4/2009	239.09
					*	Total	239.09

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/15/2009	93712	EMERGENCY AUTOMOTIVE TE	city of inver grove hghts	603-5300-444.40-41		4/2009 * Total	28.25 28.25
04/15/2009	93715	FACTORY MOTOR PARTS COM	acct 10799	603-0000-145.50-00		4/2009 * Total	63.39 63.39
04/15/2009	93717	FLAIL-MASTER	cust 84071	603-5300-444.40-41		4/2009 * Total	405.40 405.40
04/15/2009	93718	G & K SERVICES	cust 1182519995 cust 1182519995	603-5300-444.40-65 603-5300-444.60-45		4/2009 * Total	108.75 99.81 208.56
04/15/2009	93727	HYDRO TURF INC.	city of igh	603-5300-444.40-41		4/2009 * Total	26.46 26.46
04/15/2009	93732	INVER GROVE FORD	inver grove hghts inver grove hghts city of inver grove hghts inver grove hghts	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		4/2009 * Total	34.65 30.15- 33.53 190.37 228.40
04/15/2009	93740	KIMBALL MIDWEST	city of inver grove hghts	603-5300-444.60-12		4/2009 * Total	137.59 137.59
04/15/2009	93742	KREMER SPRING & ALIGNME	acct city15	603-5300-444.40-41		4/2009 * Total	200.69 200.69
04/15/2009	93771	SHERWIN-WILLIAMS	acct 668254535	603-5300-444.40-40		4/2009 * Total	51.88 51.88
04/15/2009	93774	ST. JOSEPH EQUIPMENT, I	acct si0930	603-5300-444.40-41		4/2009 * Total	855.58 855.58
04/15/2009	93775	SWEPPER SERVICES	city of inver grove hghts	603-5300-444.40-41		4/2009 * Total	450.96 450.96
04/15/2009	93786	WESTERN PETROLEUM COMPA	city of inver grove hghts city of inver grove hghts	603-0000-145.50-00 603-5300-444.60-22		4/2009 * Total	578.72 37.01 615.73
04/15/2009	93794	XCEL ENERGY	acct 5152791130 acct 5152791130	603-5300-444.40-20 603-5300-444.40-10		4/2009 * Total	2,027.95 1,723.28 3,751.23
04/15/2009	93795	ZBE MEDICAL SERVICE	city of inver grove city of inver grove	603-5300-444.60-65 603-5300-444.60-65		4/2009 * Total	188.17 184.26 372.43
04/22/2009	93805	C.J. SPRAY, INC.	city of inver grove hghts	603-5300-444.40-41		4/2009 * Total	230.31 230.31
04/22/2009	93807	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		4/2009	10.31

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/22/2009	93807	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		4/2009	15.43
			cust 614420	603-5300-444.40-41		4/2009	4.23
			cust 614420	603-5300-444.40-41		4/2009	10.31
			cust 614420	603-0000-145.50-00		4/2009	112.62
			cust 614420	603-0000-145.50-00		4/2009	22.13
						* Total	154.41
04/22/2009	93818	FLEXIBLE PIPE TOOL COMP	city of inver grove hghts	603-5300-444.40-41		4/2009	51.03
			city of inver grove hghts	603-5300-444.40-41		4/2009	1,152.31
						* Total	1,203.34
04/22/2009	93833	KIMBALL MIDWEST	cust 222006	603-5300-444.60-12		4/2009	99.33
						* Total	99.33
04/22/2009	93834	LANGULA HARDWARE INC	inver grove hghts	603-5300-444.40-41		4/2009	183.85
						* Total	183.85
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	603-5300-444.20-62		4/2009	22.25
						* Total	22.25
04/22/2009	93878	ZARNOTH BRUSH WORKS	city garage	603-0000-145.50-00		4/2009	424.94
						* Total	424.94
				26 Checks	** Fund Total		10,981.99
04/15/2009	93765	PRECISION DATA SYSTEMS	fire dept copy paper	604-2200-416.60-05		4/2009	357.70
			admin copy paper	604-2200-416.60-05		4/2009	347.67
			1st class envelopes	604-2200-416.60-10		4/2009	323.63
			indicia envelopes	604-2200-416.60-10		4/2009	823.20
			bar code envelopes	604-2200-416.60-10		4/2009	828.10
						* Total	2,680.30
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	604-2200-416.20-62		4/2009	.94
						* Total	.94
04/22/2009	93858	PRECISION DATA SYSTEMS	police copy paper 25m	604-2200-416.60-05		4/2009	230.30
			letterhead envelopes 10m	604-2200-416.60-10		4/2009	1,489.60
						* Total	1,719.90
				3 Checks	** Fund Total		4,401.14
04/15/2009	93743	KRISS PREMIUM PRODUCTS	city of inver grove hghts	605-3100-419.60-16		4/2009	152.77
						* Total	152.77
04/15/2009	93761	ONVOY INC	acct 001555726455	605-3100-419.50-20		4/2009	987.15
						* Total	987.15
04/15/2009	93783	USA MOBILITY WIRELESS I	cust 03174935	605-3100-419.40-65		4/2009	4.86
						* Total	4.86
04/15/2009	93790	XCEL ENERGY	acct 5142529960	605-3100-419.40-10		4/2009	2,093.65
			acct 5142529960	605-3100-419.40-20		4/2009	2,709.14
						* Total	4,802.79

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	605-3100-419.20-62		4/2009 * Total	7.96 7.96
04/22/2009	93876	XCEL ENERGY	ACCT 5142529960	605-3100-419.40-10		4/2009	2,941.80
			ACCT 5142529960	605-3100-419.40-20		4/2009 * Total	2,589.35 5,531.15
04/15/2009	93682	ADVANCED TECHNOLOGY SYS	cityinver	606-1400-413.60-10	** Fund Total	4/2009 * Total	11,486.68 954.35 954.35
04/15/2009	93707	DELL MARKETING	acct 019368783	606-1400-413.60-41		4/2009 * Total	470.29 470.29
04/15/2009	93711	ELEERT & ASSOCIATES	city of inver grove hgts	606-1400-413.30-70		4/2009 * Total	5,055.00 5,055.00
04/22/2009	93815	EASTON, DIANE	dell tech support	606-1400-413.30-70		4/2009 * Total	49.00 49.00
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	606-1400-413.20-62		4/2009 * Total	8.51 8.51
04/22/2009	93848	MN OFFICE OF ENTERPRISE	cust b00659	606-1400-413.30-70		4/2009 * Total	100.00 100.00
04/15/2009	93690	BRINKMAN, AMY	gift certificate-fd	702-0000-229.02-00	** Fund Total	4/2009 * Total	6,637.15 98.00 98.00
04/15/2009	93697	CULLIGAN	cust 157984732428	702-0000-228.63-00		4/2009 * Total	70.82 70.82
04/15/2009	93713	EMMONS & OLIVIER RESOUR	city of inver grove hgts	702-0000-228.22-00		4/2009	168.40
			city of inver grove hgts	702-0000-230.44-00		4/2009 * Total	752.55 920.95
04/15/2009	93747	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.38-00		4/2009	143.20
			client 81000e	702-0000-228.44-00		4/2009	230.00
			client 81000e	702-0000-230.25-00		4/2009 * Total	606.00 979.20
04/15/2009	93749	LILLIE SUBURBAN NEWSPAP	acct 1363	702-0000-228.23-00		4/2009 * Total	9.60 9.60
04/22/2009	93847	MN LIFE INSURANCE CO	policy 27324	703-5500-446.20-62	** Fund Total	4/2009 * Total	2,078.57 2.22 2.22
					** Fund Total		2.22

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G//L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
246 Checks *** Bank Total							978,601.40
246 Checks *** Grand Total							978,601.40

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Final Pay Voucher for Phase II VMCC Refrigeration Project – City Project 2008-06**

Meeting Date: April 27, 2009  
 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 final pay voucher for the phase II VMCC refrigeration modifications in the amount of \$22,930.90, which is \$6,267 lower than the approved project award. Accepted the change order in the amount of \$6,267 as a deduct on the originally approved contract amount.

**SUMMARY**

The City Council approved hiring Gartner Refrigeration on March 24<sup>th</sup>, 2008 to perform refrigeration modifications at the VMCC. 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 for a total of \$613,158.

Gartner Refrigeration has agreed to two deductions in the final contract amount and they are as follows:

- Deduct for deleting a portion of the Power Factor Correction Capacitors \$2,767. This is accomplished based on the fact that fewer power factor correction capacitors were needed to accomplish the correction needs of the new system.
- Deduct for additional inspection due to delay in project closeout \$3,500. This is accomplished based on the fact that the project was schedule for final completion on August 12, 2008. Additional inspections by Stevens Engineering on work progress and punch list items were necessary because of the delay in completion of the project.

Stevens Engineering served as the engineer on this project. The City agreed to pay Stevens \$19,200 + reimbursable expenses for the design and bidding of the project. Stevens also served the City for construction inspection. Stevens had estimated a fee of \$7,000 + reimbursable expenses based on the size of the project. The actual inspections were \$13,633.81 or \$6,633.81 over the estimated amount. Some of this “extra” inspection was requested by the City based on the resignation of the Maintenance Superintendent during the project. The other portion of the “extra” inspection was due to the extended length of the project. The reimbursable expense to Stevens Engineering total \$899.97.

The total project budget and cost is as follows:

		<b>Approved Costs</b>	<b>Actual Cost</b>	<b>Difference</b>
Stevens Engineering	Design & Bidding	\$19,200	\$19,200	\$0.00
Stevens Engineering	Construction Inspection	\$7,000	\$13,633.81	\$6,633.81
Stevens Engineering	Reimbursable Expenses	\$0	\$899.97	\$899.97
Southwest Review\Reeds	Legal Publication(s)/Misc.	\$0	\$442.80	\$442.80
Gartner Refrigeration	Project Construction	\$583,958	\$577,691	\$6,267.00
<b>Total</b>		<b>\$610,158.00</b>	<b>\$611,867.58</b>	<b>\$1,709.58</b>

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO.      Final  
DATE:                April 27, 2009  
PERIOD ENDING:   April 20, 2009  
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.....	\$583,958.00
B.	Total Addition (Change Order No. 1 deduct).....	(\$6,267.00)
C.	Total Deductions .....	\$6,267.00
D.	TOTAL CONTRACT AMOUNT.....	\$577,691.00
E.	TOTAL VALUE OF WORK TO DATE .....	\$577,691.00
F.	LESS RETAINED.....	\$0.00
G.	Less Previous Payment.....	\$554,760.10
H.	TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....	\$22,930.90
I.	TOTAL PAYMENTS INCLUDING THIS VOUCHER.....	\$577,691.00

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through April 20, 2009.

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

\_\_\_\_\_ Date

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

George Tourville, Mayor

\_\_\_\_\_ Date

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

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

**RESOLUTION ACCEPTING WORK FROM GARTNER REFRIGERATION INC.  
FOR A TOTAL FINAL PAYMENT OF \$22,930.90**

**VMCC PHASE II REFRIGERATION – PROJECT 2008-06**

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights dated February 4, 2008, Gartner Refrigeration Inc., 13205 – 16<sup>th</sup> Ave., Plymouth, MN 55441, satisfactorily completed improvements.

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

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

Adopted by the City Council of Inver Grove Heights this 27<sup>th</sup> day of April 2009.

AYES:

NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 10 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements**

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: Steve W. Dodge, 651.450.2541  
 Prepared by: Steve W. Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SDT CS*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 10 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 through March 31, 2009 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works recommends approval of Pay Voucher No. 10 in the amount of \$543,699.06 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SWD/kf

Attachments: Pay Voucher No. 10

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 10  
DATE: April 24, 2009  
PERIOD ENDING: March 31, 2009  
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 Additions (Change Orders No. 1 and No. 2)..... \$203,187.99  
C. Total Deductions .....  
D. TOTAL CONTRACT AMOUNT..... \$9,740,894.14  
E. TOTAL VALUE OF WORK TO DATE ..... \$7,663,838.93  
F. LESS RETAINED (5%)..... \$383,191.95  
G. Less Previous Payment ..... \$6,736,947.92  
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER ..... \$543,699.06  
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER..... \$7,280,646.98

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through March 31, 2009.

Signed by:  21 APR 09  
Scott Thureen, Public Works Director Date

Signed by:  4/17/09  
Kevin Klimmek, Ames Construction Date

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids – City Project No. 2007-17, Clark Road Improvements**

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651-450-2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Consider resolution approving plans and specifications and authorizing advertisement for bids – City Project No. 2007-17, Clark Road Improvements.

**SUMMARY**

Mn/DOT has approved the construction plans and specifications and all easements have been acquired. I recommend that the Council adopt the resolution approving the plans and specifications and authorizing advertisement for bids.

SDT/kf

Attachment: Resolution

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

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

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING  
ADVERTISEMENT FOR BIDS – CITY PROJECT NO. 2007-17, CLARK ROAD  
IMPROVEMENTS**

**WHEREAS**, the City Council ordered City Project No. 2007-17 for construction on March 23, 2009 by Resolution No. 09-50; and

**WHEREAS**, plans and specifications have been prepared and the plans have been reviewed and approved by Mn/Dot; and

**WHEREAS**, all necessary easements have been acquired.

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

1. The construction plans and specifications for City Project No. 2007-17, Clark Road Improvements are hereby approved.
2. Staff is authorized to advertise for bids.

Adopted by the City Council of Inver Grove Heights, MN this 27<sup>th</sup> day of April 2009.

AYES:

NAYS:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Approving Individual Project Order (IPO) No. 5D with Kimley-Horn and Associates, Inc. for City Project No. 2007-17, Clark Road Improvements**

Meeting Date: April 27, 2009  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution approving Individual Project Order (IPO) No. 5D with Kimley-Horn and Associates, Inc. for City Project No. 2007-17, Clark Road Improvements.

**SUMMARY**

Individual Project Orders No. 5 through 5C included the preparation of the feasibility study, the final design for the project and some construction phase services. The subject IPO includes additional final design services required to address Mn/DOT plan review comments and cooperative agreement review.

I recommend approval of the resolution approving IPO No. 5D in the amount of \$5,300.

SDT/kf

Attachments: Resolution  
IPO No. 5D

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

**RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 5D WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2007-17 – CLARK ROAD EXTENSION FROM T.H. 52 TO BRIGGS DRIVE**

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

**WHEREAS**, City Council approved Individual Project Order Nos. 5 through 5C with Kimley-Horn and Associates, Inc. for the feasibility study, design work and some construction phase services for Clark Road from T.H. 52 to Briggs Drive; and

**WHEREAS**, Kimley-Horn and Associates, Inc. has submitted Individual Project Order (IPO) No. 5D for additional work associated with review of the Cooperative Agreement and responding to Mn/DOT plan review comments.

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

1. Individual Project Order (IPO) No. 5D with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Clark Road Extension (2007-17)</u>	
Additional Final Design Costs	\$5,000
Reimbursable Expenses	<u>300</u>
	\$5,300

2. The City is authorized to enter into IPO No. 5D with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27<sup>th</sup> day of April 2009.

AYES:

NAYS:

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

ATTEST:

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

INDIVIDUAL PROJECT ORDER NUMBER 5D

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the 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: Clark Road Improvements  
City Project 2007-17

General Category of Services: Additional Final Design Phase Services

Specific Scope of Basic Services: See details in attached Scope of Services (Exhibit A).

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C

Deliverables: Final Construction Plans and Specifications  
Mn/DOT Municipal Agreement Approval

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

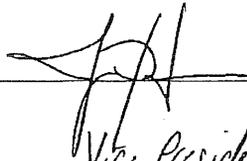
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

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

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

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

TITLE: Vice President \_\_\_\_\_

DATE: April 27, 2009 \_\_\_\_\_

DATE: 4/6/09 \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 5D

CLARK ROAD IMPROVEMENTS  
CITY PROJECT 2007-17

Previous IPO's No. 5, 5A, 5B, and 5C included feasibility study, final design, and construction phase services for the Clark Road Improvements, City Project 2007-17. This IPO includes additional final design phase services for the project as requested and/or required by City and Mn/DOT staff and is detailed below.

A. Cooperative Agreement Review

Additional final design services were required to address Mn/DOT Cooperative Agreement review comments. Tasks include agreement review, coordination of property owner agreements/right-of-way documentation, and miscellaneous plan and specification revisions.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 5D

CLARK ROAD IMPROVEMENTS  
CITY PROJECT 2007-17

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

<u>Services</u>	<u>Fee Basis</u>	<u>Total Cost</u>
A. Cooperative Agreement Review	Hourly	\$ 5,000
<u>Reimbursable Expenses</u>		<u>\$ 300</u>
Total		\$ 5,300

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. Subconsultant costs will be billed directly to the City with no Kimley-Horn markup.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$5,300 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 5D

CLARK ROAD IMPROVEMENTS  
CITY PROJECT 2007-17

Work will be completed based upon a schedule agreed upon with the City of Inver Grove Heights. The schedule for the project is dependent upon receipt of Mn/DOT Cooperative Agreement approval. The current schedule for the project is as follows:

Council Approve Cooperative Agreement, Approve Plans & Specs, & Authorize Ad for Bids	April 27, 2009
First Advertisement for Bids	May 3, 2009
Bid Opening	May 28, 2009
Council Award Project	June 8, 2009
Start Construction	June 22, 2009
Construction Complete	October 2009

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Authorizing Individual Project Order No. 11B with Kimley-Horn and Associates, Inc. for City Project No. 2008-11 – Southern Sanitary Sewer, East Segment**

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution approving Individual Project Order (IPO) No. 11B for City Project No. 2008-11 – Southern Sanitary Sewer, Eastern Segment.

**SUMMARY**

On February 11, 2008, the City Council approved IPO No. 9 with Kimley-Horn and Associates, Inc. to prepare the feasibility study for the subject project. On March 24, 2008, the Council authorized the preparation of constructions plans and specifications and authorized advertisement for bids. The City Council approved IPO No. 11 which covered the cost of plan and specification preparation, bidding assistance, updating the assessment roll based on bid results, and acquiring necessary construction permits on May 27, 2008. On February 23, 2009, the City Council approved IPO No. 11A which covered the cost of the preparation of the amendment to the Feasibility Report, additional final design costs associated with revisions to address concerns of Swift Transportation and I-State, and some construction phase services.

IPO No. 11B covers the cost of the third, and final, amendment to the Feasibility Report and additional final design services associated with negotiations with the property owners, preparation for and presentation at Council meetings, and the railroad permit cost.

I recommend approval of the resolution approving Individual Project Order No. 11B for City Project No. 2008-11 – Southern Sanitary Sewer, Eastern Segment in the amount of \$19,605.

SDT/kf

Attachments: Resolution  
 IPO No. 11B

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

**RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 11B WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2008-11 – SOUTHERN SANITARY SEWER, EASTERN SEGMENT**

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

**WHEREAS**, City Council approved the preparation of a feasibility study for City Project No. 2008-11 – Southern Sanitary Sewer, Eastern Segment on February 11, 2008; and

**WHEREAS**, on March 24, 2008, City Council authorized preparation of construction plans and specifications, authorized advertisement for bids, and (on May 27, 2008) approved Individual Project Order No. 11 for those tasks; and

**WHEREAS**, on February 23, 2009, the City Council approved IPO No. 11A for additional feasibility phase, additional final design phase services and construction phase services; and

**WHEREAS**, Kimley-Horn and Associates, Inc. has submitted IPO No. 11B for additional feasibility phase and final design phase services as requested by the City of Inver Grove Heights.

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

1. Individual Project Order No. 11B with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Southern Sanitary Sewer, Eastern Segment</u>	
Additional Feasibility Study Services	\$2,500
Additional Final Design Phase Services	15,000
Reimbursable Expenses	1,050
Permit Fees	<u>1,055</u>
Total	\$19,605

2. The City is authorized to enter into IPO No. 11B with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, MN this 27<sup>th</sup> day of April 2009.

AYES:

NAYS:

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

ATTEST:

\_\_\_\_\_

INDIVIDUAL PROJECT ORDER NUMBER 11B

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: Southern Sanitary Sewer - East Segment Improvements  
City Project 2008-11

General Category of Services: Additional Feasibility Study and Final Design Phase Services

Specific Scope of Basic Services: Additional feasibility study and final design phase services and construction phase services for the Southern Sanitary Sewer - East Segment Improvements. 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: Amended Feasibility Report  
Final Construction Plans  
Railroad Permit

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: *Vice President* \_\_\_\_\_

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

DATE: *4/20/09* \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 11B

SOUTHERN SANITARY SEWER - EAST SEGMENT IMPROVEMENTS  
CITY PROJECT 2008-11

Previous IPO No. 11 included final design phase services for the Southern Sanitary Sewer - East Segment Improvements. IPO 11A included additional feasibility study and final design phase services for the project, as well as construction phase services for the southern portion to be bid as a stand-alone City project. This IPO includes additional feasibility study and final design phase services for the project.

**1. Feasibility Study Services**

- A. City staff requested a third amendment to the feasibility report to divide the proposed improvements into two segments (northern and southern) and to identify costs and proposed funding sources for each segment.

**2. Final Design Services**

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

- A. City staff requested that Kimley-Horn perform additional tasks associated with levying of assessments and acquisition of easements for the project. Tasks include:
- Coordination with Integra Realty Resources in preparation of appraisals
  - Coordination with City Attorney in preparation and review of agreements addressing assessments and easements
  - Answer property owner questions
  - Negotiations with property owners
- B. City staff requested that Kimley-Horn continue property owner coordination for the project which resulted in additional meetings with City staff, the City Attorney, and property owners.
- C. City staff requested assistance in preparing for the Public Hearing. Tasks included drafting of Council background report and attendance at the Council work session.
- D. Preparation of a railroad encroachment permit is required for the project due to the fact that construction is proposed within existing railroad right-of-way. We will pay the application fee of \$1,055.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 11B

SOUTHERN SANITARY SEWER - EAST SEGMENT IMPROVEMENTS  
CITY PROJECT 2008-11

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

<u>Services</u>	<u>Fee Basis</u>	<u>Total Cost</u>
1. Feasibility Study	Hourly	
A. Amendment to Feasibility Report		\$ 2,500
2. Final Design Phase	Hourly	
A. Additional Assessment/Acquisition Tasks		\$ 7,000
B. Additional Meetings		\$ 6,000
C. Public Hearing Assistance		\$ 2,000
Subtotal		\$ 17,500
Reimbursable Expenses		\$ 1,050
<u>Permit Fees</u>		<u>\$ 1,055</u>
Total		\$ 19,605

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. Subconsultant costs will be billed directly to the City with no Kimley-Horn markup.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 19,605 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 11B

SOUTHERN SANITARY SEWER - EAST SEGMENT IMPROVEMENTS  
CITY PROJECT 2008-11

Work will be completed based upon a schedule agreed upon with the City of Inver Grove Heights.  
The current schedule for the project is as follows:

Assessment Hearing	April 27, 2009
Award Contract	June 8, 2009
Begin Construction	August 2009
Construction Complete	October 2009

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving Individual Project Order No. 13 with Kimley-Horn and Associates, Inc. for City Project No. 2008-08 – TH 52 East Frontage Road Improvements (Sanitary Sewer)**

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651-450-2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED:**

Consider resolution approving Individual Project Order (IPO) No. 13 with Kimley-Horn and Associates, Inc., for City Project No. 2008-08 – TH 52 East Frontage Road Improvements (Sanitary Sewer).

**SUMMARY**

The plans and specifications for City Project No. 2008-08 were prepared by Kimley-Horn and Associates and incorporated into Mn/DOT's plans for its TH 52 East Frontage Road project.

On February 23, 2009, the City Council ordered City Project No. 2008-08. Bids were opened by Mn/DOT on February 27, 2009 and a contract was awarded on April 1, 2009 to Carl Bolander and Sons, Co.

IPO No. 13 covers the cost of construction phase services, including surveying and staking.

I recommend approval of the resolution approving IPO No. 13 for City Project No. 2008-08 – TH 52 East Frontage Road Improvements (Sanitary Sewer) in the amount of \$14,150.

SDT/kf

Attachments: Resolution  
 IPO No. 13

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

**RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 13 WITH KIMLEY-HORN  
AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2008-08 – TH 52 EAST FRONTAGE  
ROAD IMPROVEMENTS (SANITARY SEWER)**

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

**WHEREAS**, City Council ordered City Project No. 2008-08 on February 23, 2009; and

**WHEREAS**, Mn/DOT awarded a contract for its TH 52 East Frontage Road project; which includes City Project No. 2008-08; and

**WHEREAS**, Kimley-Horn and Associates, Inc. has submitted Individual Project Order (IPO) No. 13 for construction phase services as requested by the City of Inver Grove Heights.

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

1. Individual Project Order No. 13 with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>TH 52 East Frontage Road Improvements (Sanitary Sewer)</u>	
Construction Phase Services	\$13,500
Reimbursable Expenses	<u>650</u>
Total	\$14,150

2. The City is authorized to enter into IPO No. 13 with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27<sup>th</sup> day of April 2009.

AYES:

NAYS:

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

ATTEST:

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

INDIVIDUAL PROJECT ORDER NUMBER 13

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: TH 52 East Frontage Road Improvements  
City Project 2008-08

General Category of Services: Construction Phase Services

Specific Scope of Basic Services: Construction Phase Services for the construction of the TH 52 East Frontage Road by Mn/DOT.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Construction Staking  
Approved Shop 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: *V. E. Peridoni* \_\_\_\_\_

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

DATE: *4/20/09* \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 13

TH 52 EAST FRONTAGE ROAD IMPROVEMENTS  
CITY PROJECT 2008-08

This IPO includes construction phase services for the northern portion of the Southern Sanitary Sewer – East Segment project which will be constructed as a part of the Mn/DOT TH 52 East Frontage Road project.

**1. Construction Phase Services**

Construction phase services for the southern portion of the project were included in IPO 11A. City staff has requested that Kimley-Horn provide the following construction phase services for the northern portion of the project which is included in the Mn/DOT East Frontage Road project:

A. Coordination & Design Revision Assistance

At the request of the City, we will coordinate with the Contractor, City staff, and Mn/DOT staff throughout the project construction to answer questions and provide design revision assistance as necessary.

B. Construction Surveying & Staking Services

We will provide construction staking services for the sanitary sewer and watermain improvements only. We have assumed that Mn/DOT will provide staking services for the remainder of the East Frontage Road Improvements. Staking services will be provided by Gorman Surveying as a Kimley-Horn subconsultant.

C. 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 the following shop drawing submittals:

- Watermain
- Sanitary Sewer

D. Meetings

We will attend the preconstruction meeting and the weekly construction meetings on an as-needed basis. We have assumed attendance at up to 6 meetings (an average of one per month) will be required throughout construction of the project improvements.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 13

TH 52 EAST FRONTAGE ROAD IMPROVEMENTS  
CITY PROJECT 2008-08

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

<u>Services</u>	<u>Fee Basis</u>	<u>Total Cost</u>
1. Construction Phase	Hourly	
A. Coordination & Design Revision Assistance		\$ 4,000
B. Construction Surveying & Staking Services		\$ 3,000
C. Shop Drawing Review		\$ 1,500
D. Meetings		\$ 5,000
Subtotal		\$ 13,500
<u>Reimbursable Expenses</u>		<u>\$ 650</u>
Total		\$ 14,150

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee. Subconsultant costs will be billed directly to the City with no Kimley-Horn markup.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 14,150 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 13

TH 52 EAST FRONTAGE ROAD IMPROVEMENTS  
CITY PROJECT 2008-08

Work will be completed based upon a schedule agreed upon with the City of Inver Grove Heights.  
The current schedule for the project is as follows:

Construction Begins	April 2009
Construction Complete	September 2009

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: Franklin Martin, 651-450-2549  
 Prepared by: Franklin Martin  
 Chief Building Official  
 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 (Revenue)

**PURPOSE/ACTION REQUESTED**

The City Council is to consider approving a Resolution Proclaiming May 3 – 9, 2009 as Building Safety Week.

**SUMMARY**

To help raise awareness of building safety the City of Inver Grove Heights will celebrate Building Safety Week during the week of May 3 – 9, 2009. Across the nation, communities will promote the use and understanding of building safety and fire prevention codes to protect lives and property. The theme this year is "Building Safety: Where You Work, Live, and Play."

To further enhance public awareness of building safety, the Building Inspections Department will host a Homeowner Building Workshop on Thursday, May 7, 2009 from 5 – 7 p.m. with the purpose of assisting property owners and occupants to understand the building process. Staff will be available to answer questions about building permit and inspection process and building code requirements. Handouts on general construction projects will also be available to all who attend.

Building safety and fire prevention codes address all aspects of construction, such as structural soundness of buildings, reliability of fire prevention and suppression systems, plumbing and mechanical systems, and energy efficiency and sustainability. To ensure buildings are safe requires active participation of building safety and fire prevention officials, architects, builders, engineers, and others in the construction industry, as well as property owners.

Building Safety Week, first observed in 1980, is sponsored by the International Code Council, a membership organization dedicated to building safety and fire prevention, of which the City of Inver Grove Heights is an active member. The International Code Council develops the codes used to construct residential and commercial buildings, including homes and schools. Most U.S. cities, counties, and states choose the International Codes – building safety codes developed by the International Code Council.

cc: Tom Link, Community Development Director

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

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

**RESOLUTION PROCLAIMING MAY 3 – 9, 2009, IS BUILDING SAFETY WEEK**

**WHEREAS**, through our continuing efforts to address critical safety issues in the built environment that affect our citizens, regardless of age or occupation, both in everyday life and in times of natural disaster, we are confident that our structures are safe and sound; and,

**WHEREAS**, vigilant guardians – building safety and fire prevention officials, architects, engineers, builders and others in the construction industry – work year-round to ensure the safe construction of buildings; and,

**WHEREAS**, these dedicated members of the International Code Council develop and implement the highest-quality codes to protect Americans in the buildings where we live, learn work, and play; and,

**WHEREAS**, the International Codes, the most widely adopted building safety and fire prevention codes in the nation, are used by most U.S. cities, counties, and states; these modern building safety codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, and earthquakes; and,

**WHEREAS**, Building Safety Week, sponsored by the International Code Council, reminds the public about the critical role of our communities' largely unknown guardians of public safety – our local code officials—who help prevent countless accidents and fires; and,

**WHEREAS**, the theme, “Building Safety: Where You Live, Work, and Play,” encourages all Americans to raise awareness of the importance of building safety; green and sustainable building; pool, spa, and hot tub safety; and new technologies in the construction industry; it presents appropriate steps everyone can take to ensure that the places where we live, learn, work, and play are safe, and that countless lives have been saved due to the implementation of safety codes by locals and state agencies; and,

**WHEREAS**, this year, as we observe Building Safety Week, we ask everyone to consider projects to improve building safety at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property;

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS**, hereby proclaims that May 3 through May 9, 2009, as Building Safety Week.

Adopted by the City Council of Inver Grove Heights this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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 2009 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay**

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: Steve Dodge, 651-450-2541  
 Prepared by: Steve Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution receiving the Feasibility Report, authorizing preparation of plans and specifications, and scheduling a public hearing for the 2009 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, 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-deep 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 \$457,000 including legal, engineering, administration, financing, and contingencies. Funding sources include the Pavement Management Fund and special assessments. The amended report includes optional assessment reductions of 10 percent and 20 percent for developments with internal private roads, as directed by City Council.

I recommend approval of the attached resolution receiving the Feasibility Report, authorizing preparation of plans and specifications, and scheduling a public hearing for the 2009 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

SWD/kf

Attachments: Feasibility Report  
 Resolution

# FEASIBILITY REPORT

## 2009 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. The written portion of the AET Report is attached, minus the pictures and gradation test sheets, which are available and on file with the Engineering Division. In their May 7, 2008 report, AET recommended a two-inch-deep 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 its 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, Authorizes Preparation of Plans and Specifications and Orders Public Improvement Hearing.....April 27, 2009
- Public Improvement Hearing and Council Orders Public Improvement Project, Approves Plans and Specifications and Authorizes Advertisement for Bids.....May 26, 2009
- First Advertisement for Bids .....June 7 - 8, 2009
- Bid Opening .....June 30, 2009
- Council Considers Contract Award .....July 13, 2009
- Start Construction .....July 24, 2009
- Substantial Completion.....September 11, 2009
- Final Completion.....October 15, 2009

**FINANCING:**

<u>Estimated Costs</u>	
Total Construction	\$331,030
Construction Contingency	\$33,103
Engineering	\$49,655
Fiscal	\$3,310
Legal	\$3,310
Administration	\$9,931
Capitalized Interest	<u>\$26,482</u>
<b>Total Estimated Project Cost</b>	<b>\$456,821</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).

**PROJECT FUNDING:** The project will be funded from special assessments and 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 consists of at least 20 percent of the assessable project cost, plus extra bituminous width, corner credits, and adding in the cost of items that are paid for in full by the City, 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 the actual street (48 feet) and a typical local street (29-foot-wide bituminous mat), plus 20 percent of the cost of the local street.

**STREET ASSESSMENTS**

Total Estimated Project Cost (\$331,030 x 1.38)	\$456,821
100 Percent City Contribution (\$76,382 x 1.38)	<u>- \$105,407</u>
(Includes: striping, pedestrian ramps, and extra street width)	\$351,414
20 Percent City Contribution (\$50,936 x 1.38)	<u>- \$70,292</u>
	\$281,122
Corner Credit Contribution	<u>- \$23,479</u>
	\$257,643
<b>ESTIMATED TOTAL STREET ASSESSMENT</b>	<b>\$257,643</b>

The proposed funding allocation is:

Special Assessments	\$257,643
Pavement Management Fund	<u>+ \$199,178</u>
<b>TOTAL</b>	<b>\$456,821</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. The potential multi-family private street assessment adjustments are listed in the last 2 columns of Table 2. The average per parcel adjustment is about \$32 (\$26 to \$58) for the 10 percent reduction, and \$65 (\$52 to \$116) for the 20 percent reduction. The optional assessment reductions result in increased City contribution of \$15,937 (10 percent) and \$31,874 (20 percent).



## REPORT OF PAVEMENT SURFACE EXPLORATION AND MATERIALS TESTING AND EVALUATION

**PROJECT:**

PAVEMENT CORES, BITUMINOUS  
TESTING AND ENGINEERING REVIEW  
CAHILL AVENUE AND BROOKS  
BOULEVARD  
INVER GROVE HEIGHTS, MINNESOTA

**REPORTED TO:**

CITY OF INVER GROVE HEIGHTS  
DEPARTMENT OF PUBLIC WORKS  
8150 BARBARA AVENUE  
INVER GROVE HEIGHTS, MN 55077

ATTN: STEVE DODGE

**DATE:** May 7, 2008

**AET JOB NO:** 01-04025

---

### INTRODUCTION

This report presents the results of the pavement coring, bituminous testing, and pavement review we conducted for the evaluation of pavement deterioration on Cahill Avenue and Brooks Boulevard in the City of Inver Grove Heights, Minnesota. This work was performed per our April 8, 2008 proposal letter, which was authorized by you on April 9, 2008. The scope of work reported herein is as follows:

Field

- Obtain 8 cores from Cahill Avenue in areas of poor condition
- Obtain 2-4 cores from Cahill Avenue and 4-6 cores from Brewster Avenue in areas of acceptable pavement condition (8 total cores). AET understands that this work will only be done at the direction of the City.
- Patch surface with bituminous patching mixture.

Lab Testing

- Obtain in place mixture properties by measuring thickness and density of upper layer of bituminous cores.
- Marshall Density testing of recompacted specimens
- Perform extraction and gradation tests of field specimens to verify compliance with project requirements

Report

- The report will include a summary of physical test results, comparison of existing mixture properties to mix design requirements, recommendation for future maintenance.

## **PROJECT INFORMATION**

We understand that both roadways were paved in 1993 and the bituminous mixtures generally complied with Mn/DOT Specification 2340. We also understand that the roadways received chipseals between 1998 and 2001. No other road work has occurred until April, 2008 when significant portions of the upper layer (wearing course) of the surface started debonding from the lower layers resulting in a significant number of shallow potholes. These potholes, and surrounding areas of pavement that appeared likely to debond in the near future were milled off and patched in the first two weeks of April, 2008.

The presented project information represents our understanding of the proposed construction. This information is an integral part of our engineering review. It is important that you contact us if there are changes from that described so that we can evaluate whether modifications to our recommendations are appropriate.

### **Pavement Information**

A total of eighteen cores were taken from both roadways, eight from Brooks Boulevard and ten from Cahill Avenue, a description of the core locations are attached to this document as Figure 1. The average core thickness for Cahill Avenue was 8 inches, for Brooks Boulevard it was 6 inches. The cores were purposely taken from areas in each roadway that appeared to have significant pavement distress visible in the surface and in areas that showed no visible distress. The intent of the coring program was to obtain sufficient bituminous material to determine whether there were measureable material properties that made the pavement susceptible to the surface debonding that was taking place. A total of ten (10) cores were taken from the damaged pavement areas, five from each roadway. Pictures of cores from areas that exhibited pavement distress are attached as Figure 2. It is apparent from the pictures that the chipseal has debonded from the underlying 2340 bituminous wearing course in the areas showing surface distress. It is also apparent that there is stripping (loss of bituminous binder in the asphalt resulting in a loose aggregate mixture) in the asphalt wearing course, which is causing the shallow potholes on the roadway surface (Figure 3).

A total of eight (8) cores were taken from areas of the pavement that did not exhibit any surface distress, five (5) from Cahill Avenue, and three (3) from Brooks Boulevard. Figure 4 shows several of these cores. It is apparent that while the chipseal is still intact, there is evidence of some moisture intrusion into the underlying bituminous wearing course (note the darker color in the upper ½" of cores 3, 4 and 5).

### **LABORATORY TESTING**

The chipseal was removed from the bituminous cores and the wearing course was sawed off each core so that it could be tested for density. The test reports are attached as Figures 5 and 6. The table below summarized the density results. It can be seen that the areas of the pavement that did not exhibit surface deterioration have an average density of 93.3% of the maximum density. The bituminous wearing course in the areas that do exhibit pavement deterioration have an average density of 90.7% of the maximum density of the material. This difference is significant, since higher density equates to lower in place air voids and a higher resistance to moisture absorption and stripping susceptibility.

Figures 7 and 8 show the bituminous extraction results. The cores from the pavement showing no surface deterioration contained 6.0% bituminous, while those that were deteriorated contained 5.6% bituminous. This is likely not due to lower bituminous content during construction, but is likely the result of the stripping of the bituminous from the aggregate matrix in the asphalt mixture.

### **CONCLUSION AND RECOMMENDATIONS**

A review of the cores from both Cahill Avenue and Brooks Boulevard shows that the asphalt pavement is similar in both roadways, which was expected. The pavement deterioration is limited to the upper lift of asphalt (wearing course) which is approximately 2 inches thick. It appears that the deterioration was caused by moisture intrusion into the wearing course, especially in the areas with higher air voids, which caused stripping of the bituminous binder away from the aggregate. This condition may have been aggravated by an atypical spring which

had several freeze thaw cycles combined with significant snowfall and rainfall events, increasing the time the pavement was saturated. An additional mitigating factor may have been the presence of the chipseal on the surface. While a chipseal is generally considered a preventative maintenance practice, on pavement that is susceptible to moisture infiltration, it can also keep a permeable pavement saturated, leaving it more prone to stripping than it would have been without the chipseal.

The areas of the pavement that are currently not showing any deterioration do have lower air voids than those which the deterioration. Figures 3 and 4 do show some evidence of moisture susceptibility of these areas as well. Due to the age of the pavement, and the deterioration being limited to only the wearing course, we recommend that both roadways be milled to a depth of two inches and overlaid with a new bituminous wearing course. We recommend that the new bituminous meet the requirements of Mn/DOT Specification 2360. If the 20 year design traffic is less than 3 million ESAL's we recommend MVWE35035C, if it exceeds 3 million ESAL's, or if there is a large amount of truck traffic with turning movements we recommend SPWEB440F.

### LIMITATIONS

The data derived through this sampling and observation program have been used to develop our opinions about the subsurface conditions at your site. However, because no exploration program can reveal totally what is in the subsurface, conditions between borings and between samples and at other times, may differ from conditions described in this report. The exploration we conducted identified subsurface conditions only at those points where we took samples or observed ground water conditions. Depending on the sampling methods and sampling frequency, every soil layer may not be observed, and some materials or layers which are present in the ground may not be noted on the boring logs.

If conditions encountered during construction differ from those indicated by our borings, it may be necessary to alter our conclusions and recommendations, or to modify construction procedures, and the cost of construction may be affected.

The extent and detail of information about the subsurface condition is directly related to the scope of the exploration. It should be understood, therefore, that information can be obtained by means of additional exploration.

## STANDARD OF CARE

Our services for your project have been conducted to those standards considered normal for services of this type at this time and location. Other than this, no warranty, express or implied, is intended.

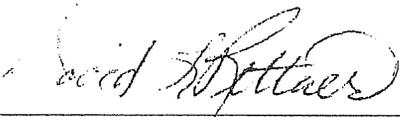
## CLOSURE

To protect you, AET, and the public, we authorize use of opinions and recommendations in this report only by you and your project team for this specific project. Contact us if other uses are intended. Even though this report is not intended to provide sufficient information to accurately determine quantities and locations of particular materials, we recommend that your potential contractors be advised of the report availability.

If you have any questions regarding the work reported herein, or if we can be of further service to you, please do not hesitate to contact me at (651) 755-5795 or [drettner@amengtest.com](mailto:drettner@amengtest.com).

Report Prepared by:

**American Engineering Testing, Inc.**



---

David L. Rettner, PE  
Principal Engineer  
MN Reg. #20458

Report Reviewed by:

**American Engineering Testing, Inc.**

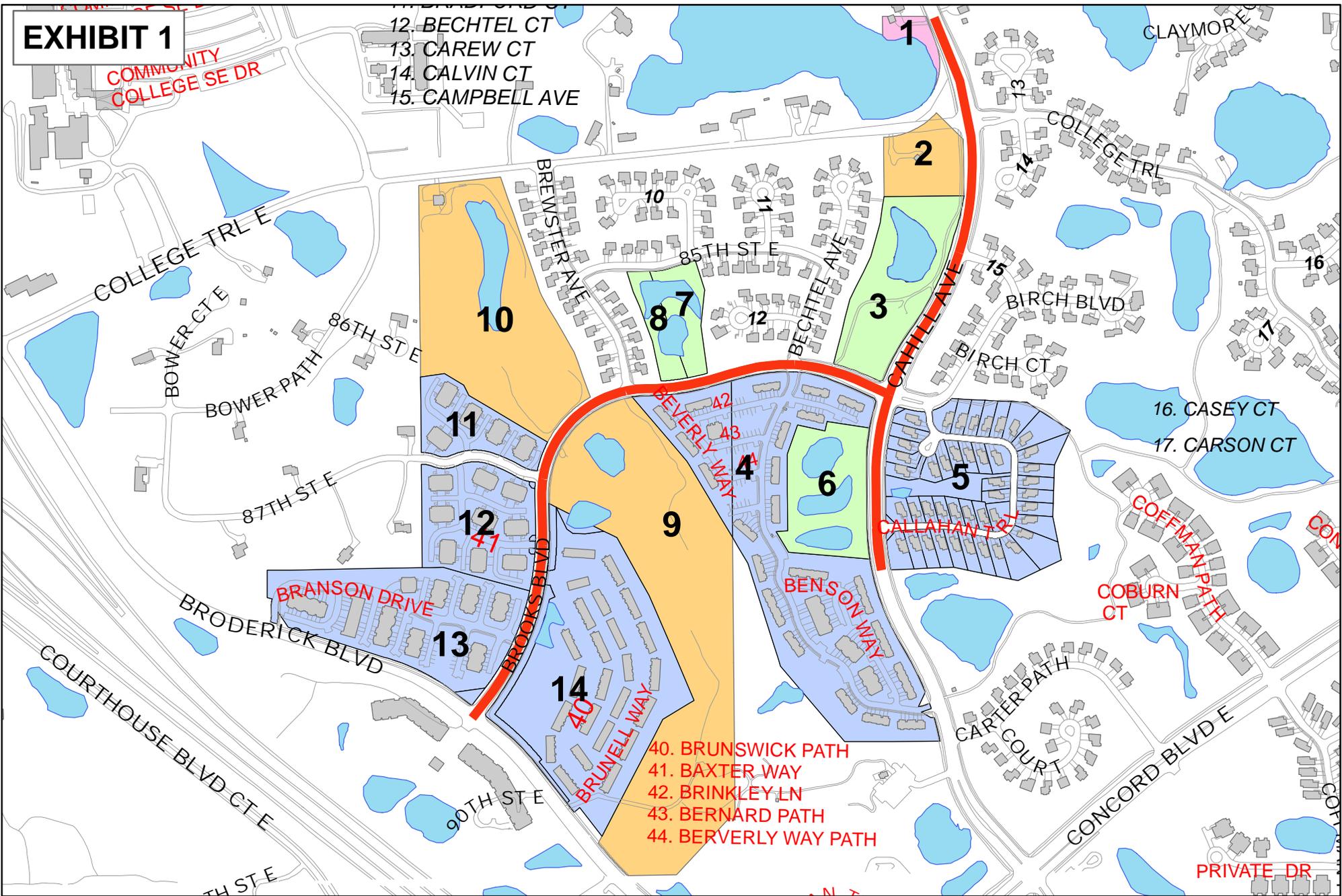
---

Joseph F. Korzilius  
Principal Engineer

Attachments:

- Figure 1 - Core Locations
- Figures 2-4 Core Pictures
- Figures 5-6 Bituminous Density Test Reports
- Figures 7-8 Bituminous Extraction Gradation Reports

# EXHIBIT 1



## PARCELS TO BE ASSESSED:

- MULTI-FAMILY WITH PRIVATE STREETS
- SINGLE-FAMILY
- BUSINESS, MULTI-FAMILY, INSTITUTIONAL
- CITY PARCELS
- STREETS TO BE MILLED & OVERLAID

1.03 MILES OF CENTERLINE IN MILL & OVERLAY AREA

## PROJECT 2008-09G CAHILL/BROOKS MILL & OVERLAY



SOURCE: CITY OF IGH  
DATA LOCATION IGH4:\PROJECTS\_PUBLIC\2008\_PROJECTS\  
2008-09G\_CAHILL\_BROOKS\PDFs\2007-09GAssessment.pdf

CITY OF INVER GROVE HEIGHTS  
GIS DEPARTMENT  
JUNE 2008



TABLE 1  
PRELIMINARY ESTIMATE AND ASSESSMENT ANALYSIS  
2009 CAHILL BROOKS MILL AND OVERLAY PROJECT  
CITY PROJECT NO. 2008-09G

ITEM NO.	MIN/DOIT NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE	NO	CITY PORTION	NON-CITY PORTION
1	2021.501	MOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00			\$ 5,000.00
2	2104.501	REMOVE CURB AND GUTTER	LF	1051	\$ 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	515	\$ 20.00	\$ 10,300.00			\$ 10,300.00
7	2232.501	MILL BITUMINOUS SURFACE (2')	SY	22598	\$ 0.85	\$ 19,208.30			\$ 14,425.43
8	2350.505	TYPE LV3 CRACK PATCHING ALONG CURB	LF	1051	\$ 4.00	\$ 4,204.00	1	\$ 4,782.87	\$ 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	2734	\$ 65.00	\$ 177,770.00	1	\$ 44,249.79	\$ 133,460.21
11	2350.508	TYPE LV4 BITUMINOUS MIXTURE FOR PATHS (2.5')	SY	19	\$ 15.00	\$ 285.00	2	\$ 285.00	
12	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1808	\$ 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	EA	829	\$ 3.00	\$ 2,487.00	2	\$ 2,487.00	
17	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	1051	\$ 15.00	\$ 15,765.00			\$ 15,765.00
18	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE SIDEWALK)	EA	14	\$ 500.00	\$ 7,000.00	2	\$ 7,000.00	
19	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE BIKE PATH)	EA	12	\$ 750.00	\$ 9,000.00	2	\$ 9,000.00	
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	SY	4117	\$ 10.00	\$ 41,170.00			\$ 41,170.00
30	SPECIAL	WATER USAGE ALLOWANCE	LS	1	\$ 500.00	\$ 500.00			\$ 500.00
						TOTALS: \$	\$ 331,027.65	\$ 76,350.49	\$ 254,677.16
						ROUNDED TOTALS: \$	\$ 331,030.00	\$ 76,350.00	\$ 254,680.00
						CITY COVERS	20%	OF NON-CITY PORTION:	
						SUBTOTAL CITY PORTION (CONSTRUCTION):			
						SUBTOTAL ASSESSED PORTION (CONSTRUCTION):			
						LEAF (38%)	\$ 125,791.40	\$ 48,368.68	\$ 77,422.72
						SUBTOTAL CITY PORTION:			
						SUBTOTAL ASSESSED PORTION:			
						CORNER CREDIT:	\$ 23,479.20	\$ (23,479.20)	
						TOTAL CITY PORTION: \$ 199,177.95			
						TOTAL ASSESSED PORTION: \$ 257,643.45			
						TOTAL PROJECT: \$ 456,821.40			

CHECKED BY: SMD  
APPROVED BY: SAT

**TABLE 2  
PRELIMINARY ASSESSMENTS  
2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
1	200150001030	Single-Family	8315	CAHILL AVE	DAVID W & LYNNE K ZIMMERMAN	348.00	0.00	348.00	\$ 21.74	\$ 7,565.52		
2	200150001531	Institutional			ROBERT & FLORENCE LUSHANKO	275.00	0.00	275.00	\$ 43.48	\$ 11,957.00		
3	205487001000	City			CITY OF INVER GROVE HGTS	759.70	0.00	759.70	\$ 43.48	\$ 33,031.76		
5	201185101001	Multi-Family	8634	CALLAHAN TRL	URMIL R & PALLAVI U SHAH	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185102001	Multi-Family	8638	CALLAHAN TRL	JEROME R & JANET L HEINSCH	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185103001	Multi-Family	8644	CALLAHAN TRL	CHARLES W & KAYE F YOUNG	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185104001	Multi-Family	8648	CALLAHAN TRL	JOHN C JR ANDRES	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185105001	Multi-Family	8654	CALLAHAN TRL	EUGENE F & CONSTANCE KOREN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185106001	Multi-Family	8658	CALLAHAN TRL	ROBERT & KATHLEEN SIMONSON	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185501001	Multi-Family	8635	CALLAHAN TRL	JOHN R & ANNA F YURCHISIN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185502001	Multi-Family	8664	CALLAHAN TRL	JEWEL A HOFFMANN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185108001	Multi-Family	8641	CALLAHAN TRL	MATHIAS J & LINDA M KOJETIN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185109001	Multi-Family	8668	CALLAHAN TRL	THOMAS R SMITH	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185107001	Multi-Family	8664	CALLAHAN TRL	JEWEL A HOFFMANN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185108002	Multi-Family	8668	CALLAHAN TRL	MATHIAS J & LINDA M KOJETIN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185109002	Multi-Family	8668	CALLAHAN TRL	THOMAS R SMITH	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185107002	Multi-Family	8669	CALLAHAN TRL	RICHARD E & SHARON L ANDERSON	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185108002	Multi-Family	8673	CALLAHAN TRL	IRENE M BRONS	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185109002	Multi-Family	8679	CALLAHAN TRL	ARLENE MARIE DESOMBRE	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185110002	Multi-Family	8685	CALLAHAN TRL	BRUCE C & JANICE M RANKIN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185111002	Multi-Family	8691	CALLAHAN TRL	BRUCE KAMMEN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185504001	Multi-Family	8651	CALLAHAN TRL	ROGER C MILLER	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185106002	Multi-Family	8663	CALLAHAN TRL	ROBERT L RAMSTAD	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185505001	Multi-Family	8657	CALLAHAN TRL	JAMES H & SHARON K DOUGLAS	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185109001	Multi-Family	8674	CALLAHAN TRL	THOMAS U & WARY J RICKER	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185110001	Multi-Family	8678	CALLAHAN TRL	JAMES H & SHARON K DOUGLAS	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185501002	Multi-Family	8695	CALLAHAN TRL	JUDITH K & MICHAEL E DUNLAP	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185111001	Multi-Family	8684	CALLAHAN TRL	JOHN H & ROSEMARIE B WESTERMAN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185502002	Multi-Family	8701	CALLAHAN TRL	CURTIS H MILLER	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185109003	Multi-Family	8723	CALLAHAN TRL	ROBERT J SENG	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185106003	Multi-Family	8729	CALLAHAN TRL	RICHARD W FRIENDOW	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185108003	Multi-Family	8735	CALLAHAN TRL	THEODORE JR HAAS	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185109003	Multi-Family	8739	CALLAHAN TRL	STEPHEN G BIGGS	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185110003	Multi-Family	8745	CALLAHAN TRL	DAVID E & CAROL J OTT	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185105003	Multi-Family	8717	CALLAHAN TRL	JAMES B & TRACY R GOREN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185104003	Multi-Family	8713	CALLAHAN TRL	COREEN A KULVICH	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185103003	Multi-Family	8688	CALLAHAN TRL	JOHNATHAN D EKERHOLM	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185102003	Multi-Family	8707	CALLAHAN TRL	JANET A NITTI	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185113001	Multi-Family	8694	CALLAHAN TRL	SANDRA J RUNNING	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185114001	Multi-Family	8698	CALLAHAN TRL	ELIZABETH W TSTE TROG	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185120001	Multi-Family	8728	CALLAHAN TRL	TERRY W & JUDITH K AKEMANN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185121001	Multi-Family	8734	CALLAHAN TRL	CANDACE F A FISH	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185119001	Multi-Family	8724	CALLAHAN TRL	DENNIS A SCHMIDT	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185122001	Multi-Family	8738	CALLAHAN TRL	GREGORY A MORRISON	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185123001	Multi-Family	8744	CALLAHAN TRL	LYN K BOCKERT	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185116001	Multi-Family	8718	CALLAHAN TRL	THOMAS L & KRISTI J SULLIVAN	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185115001	Multi-Family	8704	CALLAHAN TRL	RAYMOND P GOLLON	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185117001	Multi-Family	8714	CALLAHAN TRL	WAYNE A & JOANN J DAVIS	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04
5	201185116001	Multi-Family	8708	CALLAHAN TRL	JOHN E & ELIZABETH A KUNERT	16.44	3.07	13.37	\$ 43.48	\$ 581.30	\$ 523.17	\$ 465.04

**TABLE 2  
PRELIMINARY ASSESSMENTS  
2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
6	201187501001	Commercial			ARBOR POINTE GOLFCUB INC	267.60	0.00	267.60	\$ 43.48	\$ 11,635.25		
10	202565001000	City			CITY OF INVER GROVE HGTS	117.68	0.00	117.68	\$ 43.48	\$ 5,116.73		
7	205487007000	City			CITY OF INVER GROVE HGTS	85.80	0.00	85.80	\$ 43.48	\$ 3,730.68		
8	205489008000	City			CITY OF INVER GROVE HGTS	115.07	0.00	115.07	\$ 43.48	\$ 5,003.24		
9	201187501002	Commercial			ARBOR POINTE GOLFCUB INC	600.28	135.00	465.28	\$ 43.48	\$ 20,230.37		
4	202565000104	Multi-Family	8595	BRINKLEY LN	JAMES F CARLIER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565000504	Multi-Family	8603	BRINKLEY LN	DOUGLAS A JOHNSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565001704	Multi-Family	8587	BRINKLEY LN	KEVIN W MARTINEAU	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002004	Multi-Family	8597	BRINKLEY LN	ANN C REGAL	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565000604	Multi-Family	8605	BRINKLEY LN	MARK W & AUBREY L BORK	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565000804	Multi-Family	8609	BRINKLEY LN	DAVID J RIVARD	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565001804	Multi-Family	8589	BRINKLEY LN	EMMETT W MARTINEAU	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565000304	Multi-Family	8599	BRINKLEY LN	PATRICIA E GORMAN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565000704	Multi-Family	8607	BRINKLEY LN	HENRY A TAWAH	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565001904	Multi-Family	8591	BRINKLEY LN	RYAN D GROSSBY	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565000404	Multi-Family	8601	BRINKLEY LN	STANLEY F TSTE MACHOVEC	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002004	Multi-Family	8593	BRINKLEY LN	SUHAIL ANJUM	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565000904	Multi-Family	8611	BRINKLEY LN	NANCY DAYLE BRIGHT	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565001004	Multi-Family	8613	BRINKLEY LN	EDWARD REYES	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002904	Multi-Family	8598	BRINKLEY LN	DEBORAH J PLAN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565001304	Multi-Family	8604	BRINKLEY LN	TIMOTHY GARDNER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565001104	Multi-Family	8615	BRINKLEY LN	DOUGLAS P SMART	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003004	Multi-Family	8594	BRINKLEY LN	SUZANNE E FISCHER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565001404	Multi-Family	8606	BRINKLEY LN	LINDA K CHRISTIANSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003104	Multi-Family	8592	BRINKLEY LN	TIMOTHY & LORI ANN HOLDEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565001504	Multi-Family	8608	BRINKLEY LN	MICHELE L MCVENES	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003204	Multi-Family	8588	BRINKLEY LN	SHARON M HARRIS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003304	Multi-Family	8641	BERNARD PATH	ALEXANDER K DUNLOP	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565004104	Multi-Family	8636	BECHTEL AVE	SUZAN L MUELLER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003604	Multi-Family	8655	BERNARD PATH	JANICE I ADKINS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003404	Multi-Family	8645	BECHTEL AVE	BRAD E PRICE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565004204	Multi-Family	8644	BECHTEL AVE	DEANN K SALLEY	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565004304	Multi-Family	8650	BECHTEL AVE	KATHRYN J JOHANNES	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003504	Multi-Family	8651	BERNARD PATH	BARBARA OBRIEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565004404	Multi-Family	8658	BECHTEL AVE	FRANKLIN P ELLERNG	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	2025650005704	Multi-Family	8652	BERNARD PATH	ROBERT W & PATRICIA BARRY	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005604	Multi-Family	8646	BERNARD PATH	MICHAEL J AUJE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005904	Multi-Family	8640	BERNARD PATH	HOLLY S DENZER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565006004	Multi-Family	8634	BERNARD PATH	DARLENE M & NICHOLAS HUESER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565006104	Multi-Family	8664	BEVERLY WAY	CARLEEN B SCHMIDT	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565006404	Multi-Family	8676	BEVERLY WAY	WILLIAM G & JANICE E MADOUROS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565006204	Multi-Family	8668	BEVERLY WAY	TIMOTHY J & LORI A HOLDEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565004504	Multi-Family	8664	BECHTEL AVE	SHARON M ERICKSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565004604	Multi-Family	8672	BECHTEL WAY	DEWYNN T & AMY WILLIAMS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565006304	Multi-Family	8674	BEVERLY WAY	KARIN A GUNDERSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93

TABLE 2  
 PRELIMINARY ASSESSMENTS  
 2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
4	202565004704	Multi-Family	8678	BECHTEL AVE	KELLY A ALLEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565004804	Multi-Family	8686	BECHTEL AVE	HAROLD & MARJORIE LANG	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005604	Multi-Family	8679	BEVERLY WAY	KORINE S WILLIAMS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565006604	Multi-Family	8675	BEVERLY WAY	GARRETT B SANDQUIST	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565006704	Multi-Family	8669	BEVERLY WAY	TIMOTHY J HOLDEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565006804	Multi-Family	8665	BEVERLY WAY	JOHN D DAHL	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565006904	Multi-Family	8693	BECHTEL AVE	EUSA CORNELL	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007304	Multi-Family	8692	BECHTEL AVE	DIANE E MCGRANE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007004	Multi-Family	8685	BECHTEL AVE	CARLA G HORNER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007404	Multi-Family	8698	BECHTEL AVE	ELIZABETH H CONNAUGHTY	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007504	Multi-Family	8679	BECHTEL AVE	KAJ HOLDINGS LLC	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007504	Multi-Family	8706	BECHTEL AVE	ANTHONY P & KAREN M THEISEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007204	Multi-Family	8671	BECHTEL AVE	HEATHER HILLSTROM	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007604	Multi-Family	8714	BECHTEL AVE	JASON E COLLETTE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007704	Multi-Family	8701	BECHTEL AVE	JAMES G AHLER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007804	Multi-Family	8709	BECHTEL AVE	ELLEN M CHALFOUX	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565007904	Multi-Family	8715	BECHTEL AVE	MANDY M GOODWILL	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565008004	Multi-Family	8723	BECHTEL AVE	PETER G LINDSTAM	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566013304	Multi-Family	8725	BECHTEL AVE	DAVID G II MOREHOUSE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566013404	Multi-Family	8727	BECHTEL AVE	EILEEN M HANSEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566012704	Multi-Family	8736	BECHTEL AVE	STEVEN P KAUSER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566013004	Multi-Family	8730	BECHTEL AVE	STEVEN BENSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566013504	Multi-Family	8729	BECHTEL AVE	JEREMY C HOLLINGSWORTH	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566012804	Multi-Family	8734	BECHTEL AVE	KAREN SCHAENDORF	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566012104	Multi-Family	8728	BECHTEL AVE	LYNNE WESTERGREEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566012104	Multi-Family	8748	BECHTEL AVE	DAVID & SUSAN TIMMONS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566013604	Multi-Family	8731	BECHTEL AVE	KRISTAL F FREDERICKSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566013204	Multi-Family	8726	BECHTEL AVE	BLAINE J BESTE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566012204	Multi-Family	8746	BECHTEL AVE	MAUREN MARLOW	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566012304	Multi-Family	8744	BECHTEL AVE	JUDITH L HENNESSEY	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566012404	Multi-Family	8742	BECHTEL AVE	ANNETTE L PENNING	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566010904	Multi-Family	8744	BECHTEL AVE	AMIT JONCHHE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566011204	Multi-Family	8738	BECHTEL AVE	MICHELE L HAEGLE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566012504	Multi-Family	8740	BECHTEL AVE	ADAM & DANIELLE V MATHIAS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566011304	Multi-Family	8736	BECHTEL AVE	JIMMY F & JACQUELINE ROGERS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566011004	Multi-Family	8742	BECHTEL AVE	LINDA JO HESS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566012604	Multi-Family	8738	BECHTEL AVE	VIRGINIA R TSTE STAWARZ	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566011404	Multi-Family	8734	BECHTEL AVE	REBECCA A TROST	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566011104	Multi-Family	8740	BECHTEL AVE	JANET E MATHIEWS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566013604	Multi-Family	8735	BECHTEL AVE	DAVID J SAGE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566013904	Multi-Family	8737	BECHTEL AVE	CARRIE L RICHARDS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566011504	Multi-Family	8737	BECHTEL AVE	KENNETH A RECKER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566011604	Multi-Family	8739	BECHTEL AVE	SEAN R MICHAELIS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566014004	Multi-Family	8739	BECHTEL AVE	JOHN C KOLDEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566011704	Multi-Family	8741	BECHTEL AVE	FREWAINI HAILE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93

TABLE 2  
PRELIMINARY ASSESSMENTS  
2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
4	202568011804	Multi-Family	8743	BENSON WAY	DANIEL R MOON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568014104	Multi-Family	8741	BECHTEL AVE	BENJAMIN K NELSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568014204	Multi-Family	8743	BECHTEL AVE	CAROL J STERNBERG	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568011904	Multi-Family	8745	BENSON WAY	HEIDI SAPP	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568010304	Multi-Family	8760	BENSON WAY	LEE E & HEIDI J HAVEMEIER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568010704	Multi-Family	8752	BENSON WAY	ZACHARY J BOHLKEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568012004	Multi-Family	8747	BENSON WAY	KARLEEN D MALMGREN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568010804	Multi-Family	8750	BENSON WAY	MICHAEL K & MARCIA K BUCK	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568010404	Multi-Family	8758	BENSON WAY	TERESA M LUBY	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568010504	Multi-Family	8756	BENSON WAY	THOMAS BIERGE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568014504	Multi-Family	8749	BECHTEL AVE	RUTH A BRUGEMAN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568014304	Multi-Family	8745	BECHTEL AVE	THOMAS J III SPANIOL	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009504	Multi-Family	8752	BECHTEL AVE	ERIC CAULFIELD	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568010604	Multi-Family	8754	BENSON WAY	JASON R LINDAHL	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009904	Multi-Family	8751	BENSON WAY	SUZANNE R LINDSTROM	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009604	Multi-Family	8750	BECHTEL AVE	MONICA M WECHSLER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568010004	Multi-Family	8753	BENSON WAY	LINDA K GREEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568014404	Multi-Family	8747	BECHTEL AVE	WILLIAM E SHERCK	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568014604	Multi-Family	8751	BECHTEL AVE	TERRY J JOHNSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009704	Multi-Family	8748	BECHTEL AVE	PETER T & PAMELA J SANFORD	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009804	Multi-Family	8746	BECHTEL AVE	BRENDA J THURMES	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568010104	Multi-Family	8755	BENSON WAY	AUDREY L HEUPEL	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568010204	Multi-Family	8757	BENSON WAY	JENNIFER L THURMES	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009704	Multi-Family	8760	BECHTEL AVE	ERIN M MCGUIRE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568008104	Multi-Family	8772	BENSON WAY	KAJ INVESTMENTS LLC	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568008604	Multi-Family	8758	BECHTEL AVE	TIMOTHY J LISSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568008204	Multi-Family	8770	BENSON WAY	LINDA D KLOSOWSKI	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568114704	Multi-Family	8756	BECHTEL AVE	EVANGALINE M CALVIN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568008304	Multi-Family	8768	BECHTEL AVE	GERIC MILLAN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009004	Multi-Family	8754	BENSON WAY	CHARLES P DOYLE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568008404	Multi-Family	8766	BECHTEL AVE	DANETTE M WEBER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009104	Multi-Family	8761	BENSON WAY	LINDA L BALDER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568114804	Multi-Family	8755	BECHTEL AVE	MICHAEL J MCCABE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568008504	Multi-Family	8764	BENSON WAY	BARBARA A KAMMEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009204	Multi-Family	8763	BENSON WAY	CLINT C & ELAINE B MANNING	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568008604	Multi-Family	8762	BENSON WAY	RICHARD J & CATHERINE FRITTER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202566114904	Multi-Family	8757	BECHTEL AVE	SHARON M SCHMIDT	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009304	Multi-Family	8765	BENSON WAY	JEANINE GATLIN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568009404	Multi-Family	8767	BENSON WAY	FELICIA N MARTINEZ	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568115004	Multi-Family	8759	BECHTEL AVE	JEFFREY T VAARS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568115104	Multi-Family	8761	BECHTEL AVE	DIANE M PETERS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568115304	Multi-Family	8765	BECHTEL AVE S	EVONNE PITZL	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568115504	Multi-Family	8769	BECHTEL AVE	DARREN JOHNSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568115704	Multi-Family	8773	BECHTEL AVE	PETER J SANSTEAD	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568115204	Multi-Family	8763	BECHTEL AVE	JAMES A ALLEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568115404	Multi-Family	8767	BECHTEL AVE	DAVID MURRAY	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568115404	Multi-Family	8767	BECHTEL AVE	KEVIN J & CARLA J REECK	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93

TABLE 2  
PRELIMINARY ASSESSMENTS  
2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
4	202568115604	Multi-Family	8771	BECHTEL AVE	BRIAN D MADSEN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202568115604	Multi-Family	8775	BECHTEL AVE	DEAN A & DOROTHY T STEPAN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002104	Multi-Family	8579	BRINKLEY LN	JANICE ANN BYE	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002404	Multi-Family	8585	BRINKLEY LN	JENNIFER LYN HELM	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002204	Multi-Family	8581	BRINKLEY LN	ENRIQUE FRANCO	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002304	Multi-Family	8583	BRINKLEY LN	LORI A GUSTAFSON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002504	Multi-Family	8605	BEVERLY WAY	LINSEY ROGERS	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002604	Multi-Family	8609	BEVERLY WAY	JAMES J MARASCUILO	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003704	Multi-Family	8586	BRINKLEY LN	SEAN M MITRICKSKA	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002704	Multi-Family	8615	BEVERLY WAY	JEFF KAPHING	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565002804	Multi-Family	8619	BEVERLY WAY	BRIAN T NORDIN	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003804	Multi-Family	8582	BRINKLEY LN	KRISTINE N HUFF	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565003904	Multi-Family	8631	BERNARD PATH	THOMAS V & ROBIN R STANTON	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565004004	Multi-Family	8635	BERNARD PATH	MICHAEL P HUSNIK	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565004904	Multi-Family	8625	BEVERLY WAY	CAROL ANN SCHNEIDER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005004	Multi-Family	8629	BEVERLY WAY	VICTORIA L REECK	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005104	Multi-Family	8635	BEVERLY WAY	SUSAN JAMBOR	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005204	Multi-Family	8639	BEVERLY WAY	DONNA L G SCHICK	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005304	Multi-Family	8645	BEVERLY WAY	THOMAS J & LINDA M MCMONIGAL	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005404	Multi-Family	8649	BEVERLY WAY	BRIAN F DRAPER	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005504	Multi-Family	8655	BEVERLY WAY	CHAD VERSTEEG	7.87	0.85	7.01	\$ 43.48	\$ 304.91	\$ 274.42	\$ 243.93
4	202565005604	Multi-Family	8659	BEVERLY WAY	ROBERT M MCLEAN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710102	Multi-Family	8732	BRUNELL WAY	MATTHEW D CLANCY	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710202	Multi-Family	8736	BRUNELL WAY	SUSAN M KREIDLER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710302	Multi-Family	8740	BRUNELL WAY	MARY E REKUSKI	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710402	Multi-Family	8744	BRUNELL WAY	MICHAEL A BAUER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710502	Multi-Family	8748	BRUNELL WAY	TRAVIS J KREUZIGER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710602	Multi-Family	8752	BRUNELL WAY	RICHARD S VASQUEZ	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720102	Multi-Family	8756	BRUNELL WAY	MICHAEL A BAUER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720202	Multi-Family	8760	BRUNELL WAY	DANIEL J & RACHEL M POLSKI	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720302	Multi-Family	8764	BRUNELL WAY	JOHN W GIBSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720402	Multi-Family	8768	BRUNELL WAY	KATHRINE M & BRIAN A OXFORD	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177750103	Multi-Family	8745	BRUNELL WAY	SHAWN MAYER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720502	Multi-Family	8772	BRUNELL WAY	JULIE ANN HANSEL	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177750203	Multi-Family	8741	BRUNELL WAY	LARS WACH	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720602	Multi-Family	8776	BRUNELL WAY	DONNA L JOHANNIS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177750303	Multi-Family	8737	BRUNELL WAY	PAUL N BARTL	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177750403	Multi-Family	8733	BRUNELL WAY	MARK B LANDREVILLE	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720102	Multi-Family	8780	BRUNELL WAY	ROBERT TSTE FOHLMAN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760503	Multi-Family	8779	BRUNELL WAY	ANGELA R CARTER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730202	Multi-Family	8784	BRUNELL WAY	RYAN A & SARAH B DIECKBERND	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760403	Multi-Family	8783	BRUNELL WAY	JULIE A LOSLEBEN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740603	Multi-Family	8790	BRUNSWICK PATH	MARK S & TRINA L HATCHER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730302	Multi-Family	8788	BRUNELL WAY	MICHAEL MCCULLOUGH	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760303	Multi-Family	8787	BRUNELL WAY	SHERRY M HILSGEN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740503	Multi-Family	8786	BRUNSWICK PATH	LOURN R FINANDER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730402	Multi-Family	8792	BRUNELL WAY	NELS DOKKEN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21

TABLE 2  
 PRELIMINARY ASSESSMENTS  
 2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
14	201177760203	Multi-Family	8791	BRUNSWICK WAY	SHIRLEY R JONES	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740403	Multi-Family	8782	BRUNSWICK PATH	SANDRA E STORM	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760103	Multi-Family	8795	BRUNSWICK WAY	MITCHELL J WALTMAN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730502	Multi-Family	8796	BRUNSWICK WAY	ROBERT J CARLSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740303	Multi-Family	8778	BRUNSWICK PATH	JOE NGUYEN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730602	Multi-Family	8800	BRUNSWICK WAY	KATHLEEN MCBRIDE	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177770603	Multi-Family	8801	BRUNSWICK WAY	MAINUL ISLAM	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740203	Multi-Family	8774	BRUNSWICK PATH	JONATHAN C & LEANN M STEE	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	2011777740102	Multi-Family	8805	BRUNSWICK WAY	JAY OSTERHAUS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740103	Multi-Family	8804	BRUNSWICK PATH	AMY L CHRISTOPHERSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740103	Multi-Family	8770	BRUNSWICK PATH	THERESA M EGAN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740202	Multi-Family	8809	BRUNSWICK WAY	LORI M BARTHOLOME	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740104	Multi-Family	8808	BRUNSWICK WAY	JUDITH L ROOT	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740302	Multi-Family	8796	BRUNSWICK PATH	BRYAN C & CATHERINE STERNBERG	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730603	Multi-Family	8793	BRUNSWICK PATH	ALFRED & MARY ELLEN CAMPO	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	20117770303	Multi-Family	8813	BRUNSWICK WAY	ANDREW ZORAWSKI	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740302	Multi-Family	8812	BRUNSWICK WAY	TIMOTHY & SHANNAH FIELD	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740304	Multi-Family	8804	BRUNSWICK PATH	JOEL K SCHELLER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740402	Multi-Family	8816	BRUNSWICK WAY	CHERYL L JOHANSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177770103	Multi-Family	8821	BRUNSWICK WAY	MARLIN R WORKMAN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740502	Multi-Family	8820	BRUNSWICK WAY	STEPHANIE L DAMLO	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177750403	Multi-Family	8801	BRUNSWICK PATH	JOSE LUIS CASTANEDA	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740404	Multi-Family	8824	BRUNSWICK WAY	LANCE M & ANITA J COMER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730103	Multi-Family	8808	BRUNSWICK PATH	TERRY ANN PELANZ	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730303	Multi-Family	8805	BRUNSWICK PATH	LINDA B PRINCE	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730203	Multi-Family	8812	BRUNSWICK PATH	RAMONA MAHBOOB	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730103	Multi-Family	8813	BRUNSWICK PATH	BENEDICT P HUTCHINGS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177750602	Multi-Family	8848	BRUNSWICK PATH	LEAH ABBOTT	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177740604	Multi-Family	8827	BRUNSWICK WAY	DENISE LEANNE OLSEN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177750502	Multi-Family	8844	BRUNSWICK WAY	BRETT E & YING C SANDBORGH	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177780403	Multi-Family	8831	BRUNSWICK WAY	ILIYA BERDICHEVSKI	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730104	Multi-Family	8820	BRUNSWICK PATH	KIRK M DEMERCHANT	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720603	Multi-Family	8821	BRUNSWICK PATH	JOHN T & LORI A STICHA	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177750402	Multi-Family	8840	BRUNSWICK PATH	CAREY B FAGAN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730204	Multi-Family	8824	BRUNSWICK PATH	NICHOLAS G & HOLLY M AWADA	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730303	Multi-Family	8835	BRUNSWICK PATH	JAMES C KRISCIUN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720503	Multi-Family	8825	BRUNSWICK PATH	COREY J & JEFANINE L BRUNCLIK	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760203	Multi-Family	8839	BRUNSWICK WAY	NANCY A KLAERS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760302	Multi-Family	8836	BRUNSWICK WAY	LINDA J RUD	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730304	Multi-Family	8828	BRUNSWICK PATH	PAUL T & JESSICA E STEWART	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177780103	Multi-Family	8843	BRUNSWICK WAY	SUZANNE DEGLER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720403	Multi-Family	8829	BRUNSWICK PATH	PAUL T & JESSICA E STEWART	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177780103	Multi-Family	8843	BRUNSWICK WAY	MARNA C SCHIED	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720403	Multi-Family	8829	BRUNSWICK PATH	SCOTT A & DEANNA J REICHEL	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720403	Multi-Family	8829	BRUNSWICK PATH	RYAN J PAASCH	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21

**TABLE 2**  
**PRELIMINARY ASSESSMENTS**  
**2009 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	WITH 10% MULTIFAMILY STREET REDUCTION	WITH 20% MULTIFAMILY STREET REDUCTION
14	201177750202	Multi-Family	8632	BRUNELL WAY	CHERYLL REID	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720304	Multi-Family	8633	BRUNSWICK PATH	MARY B CUBIUS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730403	Multi-Family	8632	BRUNSWICK PATH	MICHAEL D REED	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790603	Multi-Family	8653	BRUNELL WAY	MARCIAL K VASQUEZ	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177750102	Multi-Family	8628	BRUNELL WAY	MARCIAL K VASQUEZ	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730504	Multi-Family	8636	BRUNSWICK PATH	SCOTT A GUSTAFSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720203	Multi-Family	8637	BRUNSWICK PATH	PATRICK T GRISWOLD	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730604	Multi-Family	8657	BRUNELL WAY	TONY JOHN THOMAS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177730604	Multi-Family	8840	BRUNSWICK PATH	ERIC E & ANDREW P PETERSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720103	Multi-Family	8641	BRUNSWICK PATH	DANIEL R & KELLIE J BRITTEN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790403	Multi-Family	8661	BRUNELL WAY	MARY THOMA	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760102	Multi-Family	8652	BRUNELL WAY	MARIA YOON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710603	Multi-Family	8649	BRUNSWICK PATH	CARL & GENIEVIEVE M MCCULLOUGH	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760202	Multi-Family	8669	BRUNELL WAY	ELIZABETH C NORUM	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710503	Multi-Family	8653	BRUNSWICK PATH	CORY J BARON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720104	Multi-Family	8644	BRUNSWICK PATH	CATHERINE W MATTHEW	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760302	Multi-Family	8660	BRUNELL WAY	JOY HARGONS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790303	Multi-Family	8665	BRUNELL WAY	NICOLE E OBYRNE	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710403	Multi-Family	8657	BRUNSWICK PATH	JENNIFER L ANDERSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720204	Multi-Family	8648	BRUNSWICK PATH	KATHLEEN E MCKENNA LARSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790203	Multi-Family	8669	BRUNELL WAY	ALAN KING	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720304	Multi-Family	8652	BRUNSWICK PATH	DAVID C RUST	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710303	Multi-Family	8661	BRUNSWICK PATH	ERIC R MICEK	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760402	Multi-Family	8664	BRUNELL WAY	NICK A RADDATZ	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790502	Multi-Family	8673	BRUNELL WAY	LISA R & JAMIE P LINDQUIST	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710203	Multi-Family	8668	BRUNELL WAY	SHAWN W VELLEK	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720404	Multi-Family	8665	BRUNSWICK PATH	TARA M OLSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720404	Multi-Family	8656	BRUNSWICK PATH	MATTHEW E LAWSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177720504	Multi-Family	8660	BRUNSWICK PATH	JENNIFER PODSIADLY	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710103	Multi-Family	8669	BRUNSWICK PATH	TIMOTHY J MANSUR	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177760602	Multi-Family	8672	BRUNELL WAY	NATHAN R MATTSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700604	Multi-Family	8664	BRUNSWICK PATH	LISA GAIL BRAMLET	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700504	Multi-Family	8681	BRUNELL WAY	LEETTA DOUGLAS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700404	Multi-Family	8675	BRUNELL WAY	KENT L GREFF	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177770102	Multi-Family	8686	BRUNELL WAY	LEETTA DOUGLAS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177702002	Multi-Family	8680	BRUNELL WAY	KEVIN J SPROATT	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700503	Multi-Family	8677	BRUNSWICK PATH	RUSSELL N & RUTH A GAYDOS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700304	Multi-Family	8689	BRUNELL WAY	PAUL A RAFFERTY	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177703002	Multi-Family	8684	BRUNELL WAY	DANIEL R GRUWELL	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710104	Multi-Family	8688	BRUNSWICK PATH	DOREEN K ANDERSON	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700304	Multi-Family	8693	BRUNSWICK PATH	SUSAN M MORLEY	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700204	Multi-Family	8693	BRUNELL WAY	DAVID P SCHULTZ	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700104	Multi-Family	8697	BRUNELL WAY	TOAN Q & SHARON L NGUYEN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700303	Multi-Family	8685	BRUNSWICK PATH	TRAVIS S RUFF	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710204	Multi-Family	8692	BRUNSWICK PATH	BRENT S THEROUX	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177770402	Multi-Family	8688	BRUNELL WAY	JAMES G BRADY	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21

**TABLE 2  
PRELIMINARY ASSESSMENTS  
2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
14	20117770502	Multi-Family	8992	BRUNELL WAY	MICHAEL W & MARGARET YOCUM	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177700203	Multi-Family	8989	BRUNSWICK PATH	SANDRAL HAYNE	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710304	Multi-Family	8900	BRUNSWICK PATH	BRITTANY F MCGAUGHEY	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177707002	Multi-Family	8996	BRUNELL WAY	BRIAN S & STEPHANIE SWEENEY	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710404	Multi-Family	8993	BRUNSWICK PATH	LAUREN M DECIDIO	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710404	Multi-Family	8904	BRUNSWICK PATH	JAMES D & CYNTHIA LESLIE	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177709002	Multi-Family	8901	BRUNSWICK PATH	BRENT F MALMQUIST	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177710504	Multi-Family	8908	BRUNSWICK PATH	EDWIN & JASMINE ORTEGA	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177780102	Multi-Family	8900	BRUNELL WAY	ROBIN J WEBB	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790502	Multi-Family	8905	BRUNSWICK PATH	BRETT A ROELLER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177780202	Multi-Family	8904	BRUNELL WAY	MICHELLE G SCEARCY	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790402	Multi-Family	8909	BRUNSWICK PATH	CATHERINE E BURGESS	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177780302	Multi-Family	8908	BRUNELL WAY	JESSE TIDRICK	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790302	Multi-Family	8913	BRUNSWICK PATH	JACOB POMPLUN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177780402	Multi-Family	8912	BRUNELL WAY	PATRICIA A JENSEN	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790202	Multi-Family	8917	BRUNSWICK PATH	ALANNA M SEPELT	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177790102	Multi-Family	8921	BRUNSWICK PATH	BRYAN A MASER	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177780502	Multi-Family	8916	BRUNELL WAY	MARIE C BARTHOLOME	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
14	201177780902	Multi-Family	8920	BRUNELL WAY	GREGORY C & LINDA K BETHKE	6.99	0.98	6.01	\$ 43.48	\$ 261.51	\$ 235.36	\$ 209.21
11	201185401304	Multi-Family	2768	87TH ST E	THOMAS M & PATRICIA JOYCE	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185401404	Multi-Family	2776	87TH ST E	WILLIAM S & BETTY L JASON	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185401504	Multi-Family	2762	87TH ST E	MAUREEN HARRIS	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185401604	Multi-Family	2754	87TH ST E	SANDRA TOLBERT	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185400904	Multi-Family	2796	87TH ST E	TEODORO V TSTE ELUMBA	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185401004	Multi-Family	2804	87TH ST E	CYNTHIA M HEIMMER	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185401104	Multi-Family	2790	87TH ST E	GEORGE S & ESPERANZA VASQUEZ	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185401204	Multi-Family	2782	87TH ST E	LILLIAN H VAN DE LINDE	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185400504	Multi-Family	2824	87TH ST E	LAWRENCE W LESNIAK	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185401704	Multi-Family	2772	87TH ST E	DANNY R & CAROL L COULSON	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185400604	Multi-Family	2832	87TH ST E	CYNTHIA A PACHURA	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185401804	Multi-Family	2786	87TH ST E	VERNON PIETSCH	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185400704	Multi-Family	2818	87TH ST E	GEORGE A TSTE WATERS	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185401904	Multi-Family	2734	87TH ST E	VICKIE LEE SCHAFFER	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185400804	Multi-Family	2810	87TH ST E	RAYMOND & LENORA BANASZEWSKI	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185402004	Multi-Family	2726	87TH ST E	CAROL A ALBRIGHT	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185400104	Multi-Family	2852	87TH ST E	PAMALA J ZENNER	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185400204	Multi-Family	2860	87TH ST E	BILLY H & JOYCE L WILMES	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185400304	Multi-Family	2846	87TH ST E	EVELYN M FISHER	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
11	201185400404	Multi-Family	2838	87TH ST E	NEAL O PETERSON	6.51	0.00	6.51	\$ 43.48	\$ 282.90	\$ 254.61	\$ 226.32
12	201185402504	Multi-Family	2835	87TH ST E	CANDACE F FISH	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185402104	Multi-Family	2727	87TH ST E	JANE M SCHLEGEL	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185402604	Multi-Family	2841	87TH ST E	VICTOR L HANSON	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185402204	Multi-Family	2733	87TH ST E	BARBARA A PETERSON	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185402704	Multi-Family	8706	BAXTER WAY	MILICA ALEX	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185402304	Multi-Family	8709	BAXTER WAY	MARCIA ALEX	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185402804	Multi-Family	8704	BAXTER WAY	EUGENE J TSTE HUBACK	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185402904	Multi-Family	2853	87TH ST E	ROBERT R GLEMENS	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58

TABLE 2  
 PRELIMINARY ASSESSMENTS  
 2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
12	201185402404	Multi-Family	8705	BAXTER WAY	SUSAN J CRAWFORD	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403004	Multi-Family	2859	87TH STE	MEREDITH A KURTZ	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403104	Multi-Family	8714	BAXTER WAY	MELVYN J & JANICE M HOWE	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403204	Multi-Family	8712	BAXTER WAY	WAYNE W & LOAN M TANGEMAN	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185404104	Multi-Family	8713	BAXTER WAY	CHARLES R BARNUM	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185404204	Multi-Family	8717	BAXTER WAY	FREDERICK M & BONNIE KING	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403304	Multi-Family	8708	BAXTER WAY	ANN M KRUMM	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403404	Multi-Family	8725	BAXTER WAY	LEO M GROSS FAMILY LYG TRUST	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403404	Multi-Family	8710	BAXTER WAY	JAY C GOULD	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185404404	Multi-Family	8721	BAXTER WAY	DONNA J NEUBAUER	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403704	Multi-Family	8716	BAXTER WAY	RICHARD M & ANNI M SCHMITT	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403504	Multi-Family	8746	BAXTER WAY	CHARLES A TSTE BOHRER	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403804	Multi-Family	8718	BAXTER WAY	JOHN H BAUER	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403604	Multi-Family	8738	BAXTER WAY	ROLAND J & ARLIS M ANDERSON	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185403904	Multi-Family	8772	BAXTER WAY	JOSEPH J SR & MARY F POIDINGER	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185404004	Multi-Family	8764	BAXTER WAY	RODNEY DELOYA	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185404504	Multi-Family	8737	BAXTER WAY	JAMES T TSTE CAINE	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185404604	Multi-Family	8729	BAXTER WAY	JAMES C GRAAF	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185404904	Multi-Family	8749	BAXTER WAY	EMMA I MORTON	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185404704	Multi-Family	8733	BAXTER WAY	NANCY L SCHMID	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185405004	Multi-Family	8745	BAXTER WAY	CONNIE J MCLAEN	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185405304	Multi-Family	8773	BAXTER WAY	VINCENT & DONNA MCANDREWS	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185404804	Multi-Family	8741	BAXTER WAY	ADOLPH P & JANE E DEGLER	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185405104	Multi-Family	8753	BAXTER WAY	KATHLEEN M KLASSEN	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185405404	Multi-Family	8765	BAXTER WAY	KENNETH L & SHARON E NICHOLS	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185406204	Multi-Family	8757	BAXTER WAY	JULIUS & CAROL WEGLEITNER	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185405504	Multi-Family	8761	BAXTER WAY	DALE & DONNA LEE GUNDRSGAARD	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
12	201185405604	Multi-Family	8769	BAXTER WAY	ROBERT M COLBOURN	12.72	0.00	12.72	\$ 43.48	\$ 553.22	\$ 497.90	\$ 442.58
13	201185603702	Multi-Family	8834	BRANSON DR	CHERYL J CLAUSEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185604202	Multi-Family	8838	BRANSON DR	ERIN K ARNOLDI	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185603602	Multi-Family	8832	BRANSON DR	MICHELLE D GERARDY	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185705302	Multi-Family	8822	BRANSON DR	MELINDA J FOLAND	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185604102	Multi-Family	8840	BRANSON DR	KIMBERLY A JULIEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185603902	Multi-Family	8830	BRANSON DR	H NANCY YOUNG	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185705402	Multi-Family	8820	BRANSON DR	DAWN A BIERMEIER	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185604402	Multi-Family	8842	BRANSON DR	JASON W LARSON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601702	Multi-Family	8850	BRANSON DR	WILLIAM C TRONSEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185705502	Multi-Family	8824	BRANSON DR	LORI A FAZIO	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185604002	Multi-Family	8826	BRANSON DR	ERIC T DELACRUZ	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185705602	Multi-Family	8826	BRANSON DR	THOMAS A REIS	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601802	Multi-Family	8848	BRANSON DR	TIMOTHY & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185604102	Multi-Family	8836	BRANSON DR	TIMOTHY & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185600902	Multi-Family	8866	BRANSON DR	MARK K & LEEANN M GIANNINI	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601202	Multi-Family	8860	BRANSON DR	MARGIE J NICHOLS	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601902	Multi-Family	8846	BRANSON DR	MAE PATTERSON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185602402	Multi-Family	8856	BRANSON DR	LORILL JOSEPHSON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185705702	Multi-Family	8807	BRANSON DR	PATRICIA C JESSE	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33

TABLE 2  
PRELIMINARY ASSESSMENTS  
2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
13	201185709202	Multi-Family	8759	BRANSON DR	JEFFREY J KUEHN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601002	Multi-Family	8864	BRANSON DR	DAVID J EVERSON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601302	Multi-Family	8868	BRANSON DR	BRANDY PETTYJOHN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185708102	Multi-Family	8747	BRANSON DR	CRAIG A SHELLENBARGER	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185602002	Multi-Family	8844	BRANSON DR	BRIA E EKSTRAND	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185707402	Multi-Family	8793	BRANSON DR	SANDRA L COLE	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185709102	Multi-Family	8761	BRANSON DR	KEVIN A & KARI A JOHNSON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601402	Multi-Family	8870	BRANSON DR	CYNTHIA L CLEMENTS	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185602302	Multi-Family	8856	BRANSON DR	DEBORAH J CONRAD	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601102	Multi-Family	8862	BRANSON DR	KRISTIN A GUSTAFSON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185705602	Multi-Family	8809	BRANSON DR	GUILLERMO C NOREN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185706902	Multi-Family	8783	BRANSON DR	CLAUDE D & PATRICIA CAMPBELL	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185708202	Multi-Family	8749	BRANSON DR	JUDY BATTAGLIA	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185602202	Multi-Family	8854	BRANSON DR	DANIEL P FELTEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185709602	Multi-Family	8763	BRANSON DR	AMY L MOE	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185705902	Multi-Family	8811	BRANSON DR	DEBRA A & STEVEN A VAGSTAD	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185706302	Multi-Family	8805	BRANSON DR	BARBARA L LOVENS	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185707002	Multi-Family	8785	BRANSON DR	NICHOLE FROST	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185709902	Multi-Family	8765	BRANSON DR	STEVEN D & SUSAN L SNELLING	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185708902	Multi-Family	8751	BRANSON DR	BONITA R JASICKI	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185602102	Multi-Family	8852	BRANSON DR	SCOTT A & REBECCA O IRWIN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185707602	Multi-Family	8779	BRANSON DR	CHRISTOPHER AMBE	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185706602	Multi-Family	8813	BRANSON DR	PAUL JANKE	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185706402	Multi-Family	8803	BRANSON DR	SCOTT A TRYGGESETH	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601502	Multi-Family	8872	BRANSON DR	LOIS J WOLSKE	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185707102	Multi-Family	8787	BRANSON DR	TRACY A & ROBERT A RAMIREZ	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185708402	Multi-Family	8753	BRANSON DR	PATRICK E OREGAN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185706502	Multi-Family	8801	BRANSON LN	TRACY & BIANKA KAY	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185708702	Multi-Family	8769	BRANSON DR	MEGAN M WADLEY	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185706102	Multi-Family	8815	BRANSON DR	BLAINE C GRADY	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185707702	Multi-Family	8777	BRANSON DR	ZACHARY J ANDERSON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185704502	Multi-Family	8827	BRANSON DR	JAMES P & AMY P LAURIA	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185707202	Multi-Family	8789	BRANSON DR	TIMOTHY J & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185708602	Multi-Family	8757	BRANSON DR	LLOYD L & GERALDINE LAFONTAINE	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185601602	Multi-Family	8874	BRANSON DR	MICHELLE A & BRADLEY KESSLER	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185708502	Multi-Family	8799	BRANSON DR	CARL S BRUST	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185708202	Multi-Family	8755	BRANSON DR	SHANNON JENSEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185707802	Multi-Family	8775	BRANSON DR	TIMOTHY J HOLDEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185706702	Multi-Family	8797	BRANSON DR	TIMOTHY & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185704602	Multi-Family	8829	BRANSON DR	JEROME T & ROSALIA SPELDRIK	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185707302	Multi-Family	8791	BRANSON DR	TIMOTHY J & LORI ANN HOLDEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185602502	Multi-Family	8847	BRANSON DR	MATTHEW J & WARY M HITZEMAN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185707902	Multi-Family	8773	BRANSON DR	ALLISON M FOX	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33
13	201185706802	Multi-Family	8795	BRANSON DR	CLARK H DAHL	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33

**TABLE 2**  
**PRELIMINARY ASSESSMENTS**  
**2009 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	WITH 10% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION	
13	201185704702	Multi-Family	8831	BRANSON DR	CHRISTINE M DITTY	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185602802	Multi-Family	8849	BRANSON DR	MARGO S KULSETH	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185708002	Multi-Family	8771	BRANSON DR	TIMOTHY J HOLDEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185600102	Multi-Family	8867	BRANSON DR	FRANCIS J PANULA	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185603302	Multi-Family	8841	BRANSON DR	JULIE A GERDTS	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185602702	Multi-Family	8851	BRANSON DR	ROBERT G GARCIA	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185600202	Multi-Family	8869	BRANSON DR	KELLY UBBEEN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185704802	Multi-Family	8833	BRANSON DR	ADAM JACOB SCHNEIDER	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185603402	Multi-Family	8839	BRANSON DR	PATRICIA A SAARI	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185602802	Multi-Family	8853	BRANSON DR	BARBARA A STROH	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185600302	Multi-Family	8871	BRANSON DR	PAUL H KLEINSCHMIDT	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185704902	Multi-Family	8825	BRANSON DR	STEVEN M PETERSON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185600402	Multi-Family	8873	BRANSON DR	ROBERT JR & DIANNE HOFFMAN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185603502	Multi-Family	8855	BRANSON DR	PAMELA A GUICHARD	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185705002	Multi-Family	8837	BRANSON DR	MELISSA JO SABLETAL	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185600502	Multi-Family	8823	BRANSON DR	MELINDA ANN MAY	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185600602	Multi-Family	8865	BRANSON DR	CINDY L WINGATE	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185705102	Multi-Family	8821	BRANSON DR	MARY C LETHERT	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185603002	Multi-Family	8857	BRANSON DR	SCOTT R SEATON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185600602	Multi-Family	8863	BRANSON DR	SIMONE M PEPPER	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185603602	Multi-Family	8835	BRANSON DR	JAMES J RYAN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185705202	Multi-Family	8819	BRANSON DR	TIMOTHY DILLON	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185600702	Multi-Family	8861	BRANSON DR	BRENDA K MULES	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185603102	Multi-Family	8845	BRANSON DR	DONALDO PALMA-BARNICA	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185600802	Multi-Family	8859	BRANSON DR	MICHAEL A GURTIN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
13	201185603202	Multi-Family	8843	BRANSON DR	JODI D WITTMAN	5.99	0.00	5.99	\$ 43.48	\$ 260.41	\$ 234.37	\$ 208.33	
<b>Total:</b>											<b>\$ 257,643.45</b>	<b>\$ 241,706.61</b>	<b>\$ 225,769.77</b>

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING THE FEASIBILITY REPORT, AUTHORIZING THE PREPARATION OF PLANS  
AND SPECIFICATIONS, AND SCHEDULING A PUBLIC HEARING FOR THE 2009 PAVEMENT  
MANAGEMENT PROGRAM – CITY PROJECT NO. 2008-09G – CAHILL AVENUE/BROOKS BOULEVARD  
MILL AND OVERLAY

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

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to the 2009 Pavement Management Program for the following project:

<b><u>Project No.</u></b> 2008-09G	<b><u>Improvement</u></b> <b>Cahill Avenue/Brooks Boulevard Mill and Overlay</b> Bituminous milling, bituminous pavement, utility structure repairs, restoration and appurtenances.
<b><u>Area</u></b>	Cahill Avenue from 200 feet south of Cuneen Trail to Callahan Trail and Brooks Boulevard from Cahill Avenue to Broderick Boulevard

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

1. Said Feasibility Report is hereby received by the City Council of the City of Inver Grove Heights on April 27, 2009.
2. 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 \$456,821.00.
3. 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.
4. A public hearing will be held on such improvement at 7:30 p.m. on Tuesday, May 26, 2009 in the City Council Chambers at 8150 Barbara Avenue and the Deputy 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 27<sup>th</sup> day of April 2009.

AYES:  
NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Cooperative Construction Agreement No. 92481 between Mn/DOT and the City of Inver Grove Heights for the T.H. 52 West Frontage Road (State Project No. 1907-72 (T.H. 52 = 053), S.A.P. 178-010-007, City Project No. 2007-17 – Clark Road Extension - TH 52 to Briggs Drive**

Meeting Date: April 27, 2009  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider approval of a resolution authorizing the City of Inver Grove Heights to enter into Cooperative Construction Agreement No. 92481 between Mn/DOT and the City of Inver Grove Heights for the T.H. 52 West Frontage Road (State Project No. 1907-72 (T.H. 52 = 053), S.A.P. 178-010-007, City Project No. 2007-17 – Clark Road Extension - TH 52 to Briggs Drive for a lump sum payment.

**SUMMARY**

This agreement provides for payment to the City of the State's share of the costs of the construction to be performed by the City on Clark Road west of T.H. 52. The agreement also outlines the maintenance responsibilities of the City and the State.

I recommend approval of the Cooperative Construction Agreement No. 92481.

SDT/kf  
Attachment: Resolution Agreement



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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO MN/DOT  
AGREEMENT NO. 92481 WITH THE STATE OF MINNESOTA, DEPARTMENT OF  
TRANSPORTATION, FOR THE STATE'S PAYMENT TO THE CITY FOR THE CLARK ROAD  
EXTENSION – T.H. 52 TO BRIGGS DRIVE (STATE PROJECT NO. 1907-72 (T. H. 52 = 053), S. A. P.  
178-010-007, CITY PROJECT NO. 2007-17)**

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

**WHEREAS**, the City of Inver Grove Heights applied for and received Mn/DOT funds for the Clark Road Extension (T.H. 52 to Briggs Drive); and

**WHEREAS**, the project was ordered, and preparation for final plans and specifications were approved on March 23, 2009.

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

1. The City of Inver Grove Heights enter into Mn/DOT Agreement No. 92481 with the State of Minnesota, Department of Transportation to provide for payment by the State to the City for the State's share of the costs for access closure, frontage road, storm water treatment pond construction and other associated construction upon Clark Road (T.H. 52 to Briggs Drive) within the corporate City limits under State Project No. 1907-72 (T.H. 52 = 053), S.A.P. 178-010-007, City Project No. 2007-17.
2. The Mayor and the Public Works Director are authorized to execute the Agreement and any amendments to the Agreement.

Adopted by the City Council of Inver Grove Heights, MN this 27<sup>th</sup> day of April 2009.

AYES:

NAYS:

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

ATTEST:

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



PRE-LETTING  
SERVICES  
SECTION

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
COOPERATIVE CONSTRUCTION  
AGREEMENT

Mn/DOT  
AGREEMENT NO.

92481

S.P. 1907-72 (T.H. 52=053)  
S.A.P. 178-010-007  
City Project 2007-17  
State Funds

The State of Minnesota  
Department of Transportation, and  
The City of Inver Grove Heights

AMOUNT ENCUMBERED

\$594,000.00

Re: State lump sum payment for  
frontage road and pond  
construction by the City on  
T.H. 52

AMOUNT RECEIVABLE

(None)

THIS AGREEMENT is made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State" and the City of Inver Grove Heights, Minnesota, acting by and through its City Council, hereinafter referred to as the "City".

WHEREAS, the City is about to perform access closure, frontage road, municipal utilities and storm water treatment pond construction and other associated construction upon, along and adjacent to Trunk Highway No. 52 from Clark Road to Briggs Drive within the corporate City limits in accordance with City-prepared plans, specifications and special provisions designated by the City as City Project 2007-17 and State Aid Project No. 178-010-007, and by the State as State Project No. 1907-72 (T.H. 52=053); and

WHEREAS, the City has requested participation by the State in the costs of the access closure, frontage road and storm water treatment pond construction; and

WHEREAS, the State is willing to participate in the costs of the access closure, frontage road and storm water treatment pond construction and associated construction engineering in a lump sum amount, not to exceed \$594,000.00, as hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:**

**ARTICLE I - CONSTRUCTION BY THE CITY**

**Section A. Contract Award and Construction**

The City shall receive bids and award a construction contract to the lowest responsible bidder, subject to concurrence by the State in that award, in accordance with State-approved City plans, specifications and special provisions designated by the City as City Project 2007-17 and State Aid Project No. 178-010-007, and by the

State as State Project No. 1907-72 (T.H. 52=053). The contract construction shall be performed in accordance with State-approved City plans, specifications and special provisions that are on file in the office of the City's Engineer, and are incorporated into this Agreement by reference.

**Section B. Documents to be Furnished to the State**

The City shall, within 7 days of opening bids for the construction contract, submit to the State's State Aid Agreements Engineer at Roseville a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City shall not award the construction contract until the State advises the City in writing of its concurrence therein.

**Section C. Rejection of Bids**

The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids pursuant to this section, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

**Section D. Direction, Supervision and Inspection of Construction**

The contract construction shall be under the direction of the City and under the supervision of a registered professional engineer; however, the contract construction shall be open to inspection by the State District Engineer's authorized representatives. The City shall

give the State Aid Agreements Engineer five days notice of its intention to start the contract construction.

Responsibility for the control of materials for the contract construction shall be on the City and its contractor and shall be carried out in accordance with Specifications No. 1601 through and including No. 1609 as set forth in the State's current "Standard Specifications for Construction".

#### **Section E. Completion of Construction**

The City shall cause the contract construction to be started and completed in accordance with the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance thereof.

#### **Section F. Plan Changes, Etc.**

All changes in the plans, specifications and special provisions for the contract construction and all addenda, change orders and supplemental agreements entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

#### **Section G. Compliance with Laws, Ordinances and Regulations**

The City shall, in connection with the award and administration of the construction contract and the performance of the contract construction, comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.

**Section H. Right-of-Way, Easements and Permits**

The City shall, without cost or expense to the State, obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the contract construction. Prior to advance payment by the State, the City shall furnish the State with certified copies of the documents for those rights-of-way and easements, and certified copies of those construction permits and other permits and sanctions required for the contract construction.

The City is responsible for complying with and following Minnesota Statutes 216D.04, Subdivision 1a, for identification, notification, design meetings and depiction of utilities affected by the contract construction.

**ARTICLE II - BASIS OF PAYMENT BY THE STATE****Section A. SCHEDULE "I"**

A Preliminary SCHEDULE "I" is attached and incorporated into this Agreement. The Preliminary SCHEDULE "I" includes all anticipated State cost participation construction items covered under this Agreement.

**Section B. State Cost Participation Construction**

The State shall participate in the access closure, frontage road and storm water treatment pond construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 52 from Clark Road to Briggs Drive within the corporate City limits under State Project No. 1907-72 (T.H. 52=053), as indicated on the attached Preliminary SCHEDULE "I". The construction includes the construction items as tabulated on Sheet No. 2 of the

attached Preliminary SCHEDULE "I" and the State's proportionate share of item costs for mobilization and traffic control.

**Section C. Construction Engineering Costs**

The State shall pay a construction engineering charge in an amount equal to 8 percent of the total cost of the State participation construction covered under this Agreement.

**ARTICLE III - PAYMENT BY THE STATE**

It is estimated that the State's share of the costs of the contract construction plus the 8 percent construction engineering cost share and an \$19,397.34 contingency amount is the sum of \$594,000.00 as shown in the attached Preliminary SCHEDULE "I". The attached Preliminary SCHEDULE "I" was prepared using estimated unit prices. Upon receipt and review of the construction contract bid documents described in Article I, Section B. of this Agreement, the State shall then decide whether to concur in the City's award of the construction contract and, if so, prepare a Revised SCHEDULE "I" based on construction contract unit prices; however, the maximum obligation of the State under this Agreement shall not exceed \$594,000.00. The contingency amount is provided to cover increased State costs when changing the SCHEDULE "I" from estimated unit prices to contract unit prices.

After the following conditions have been met, the State shall advance to the City the State's full and complete lump sum cost share as shown in the Revised SCHEDULE "I":

- A. Encumbrance by the State of the State's full and complete lump sum cost share as shown in the Revised SCHEDULE "I".

- B. Receipt by the State from the City of certified documentation for all of the right-of-way and easement acquisition required for State cost participation construction covered under this Agreement, and the approval of that documentation by the State's Land Management Director at St. Paul.
- C. Execution and approval of this Agreement and the State's transmittal of it to the City along with a copy of the Revised SCHEDULE "I" and a letter advising the City of the State's concurrence in the award of the construction contract.
- D. Receipt by the State of a written request from the City for the advancement of funds. The request shall include certification by the City that all necessary parties have executed the construction contract.

**ARTICLE IV - CONSTRUCTION DOCUMENTS FURNISHED BY THE CITY**

The City shall keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the City contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- C. Copies of all construction contract change orders and supplemental agreements.

- D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
1. Satisfactory performance and completion of all contract construction in accordance with State-approved City plans, specifications and special provisions.
  2. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
  3. Full payment by the City to its contractor for all contract construction.
- E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "as built" plan sent to the State Aid Agreements Engineer.

## ARTICLE V - GENERAL PROVISIONS

### Section A. Maintenance by the City

Upon completion of the frontage road construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of the frontage road and all of the facilities a part thereof, without cost or expense to the State. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other

maintenance activities necessary to perpetuate the frontage road in a safe and usable condition.

Upon completion of the storm sewer facilities construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of those facilities, without cost or expense to the State. Maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes, repair of erosion problems, and structure and pipe repair, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.

Upon completion of the storm water treatment pond construction to be performed within the corporate City limits under the construction contract, the City shall become the owner of and provide for proper maintenance of the pond and all of the facilities a part thereof, without cost or expense to the State. Maintenance shall include, but not limited to, litter, debris and silt removal, mowing, erosion repairs and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The City shall be responsible, to the extent provided by law, for its own acts and omissions in connection with maintaining the storm water treatment pond.

#### **Section B. Additional Drainage**

Neither party to this Agreement shall drain any additional drainage into the storm sewer facilities and pond to be constructed under the construction contract that was not included in the drainage for which the storm sewer facilities and pond were designed, without first

obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities and pond constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Roseville and is incorporated into this Agreement by reference.

#### **Section C. Future Responsibilities**

Upon completion of the frontage road and storm water treatment pond construction to be performed within the corporate City limits under the construction contract, the City shall thereafter accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the frontage road, pond and all of the facilities a part thereof constructed hereunder, without cost or expense to the State.

#### **Section D. Release and Conveyance of Roadway and Pond**

The State shall, upon completion of the frontage road construction, including the storm water treatment pond, and all of the facilities a part thereof constructed within the corporate City limits under the construction contract, serve upon the City a "Notice of Release" placing that roadway portion and pond under the jurisdiction of the City; and subsequent thereto, after all necessary and required documents have been prepared and processed, the State shall convey to the City all right, title and interest of the State in that roadway portion and pond. Upon receipt of that "Notice of Release", the City shall become the road authority responsible for the roadway portion and pond so released.

**Section E. Termination of Agreement**

Each party may terminate this Agreement, with or without cause, by providing the other party with written or fax notice of effective date of termination. The State is not obligated to pay for services performed after notice and effective date of termination. Upon such termination, the City is entitled to payment for services satisfactorily performed under this Agreement prior to the effective date of termination.

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered under this Agreement. Termination must be by written or fax notice to the City. The State is not obligated to pay for services performed after notice and effective date of termination. Upon such termination, the City is entitled to payment for services satisfactorily performed under this Agreement prior to the effective date of termination, to the extent the funds are available.

**Section F. Examination of Books, Records, Etc.**

As provided by Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of each party relevant to this Agreement are subject to examination by each party, and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from final payment.

**Section G. Claims**

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts

and omissions of others and the results thereof. Minnesota Statutes Section 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

**Section H. Nondiscrimination**

The provisions of Minnesota Statutes Section 181.59 and of any applicable law relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

**Section I. Agreement Approval**

Before this Agreement becomes binding and effective, it shall be approved by a City Council resolution and executed by such State and City officers as the law may provide in addition to the Commissioner of Transportation or their authorized representative.

**ARTICLE VI - AUTHORIZED AGENTS**

The State's Authorized Agent for the purpose of the administration of this Agreement is Maryanne Kelly-Sonnek, Municipal Agreements Engineer, or her successor. Her current address and phone number are 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155, (651) 366-4634.

The City's Authorized Agent for the purpose of the administration of this Agreement is Scott Thureen, Public Works Director or his successor. His current address and phone number are 8150 Barbara Avenue, Inver Grove Heights, MN 55077-3410, (651) 450-2571.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

**STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

By \_\_\_\_\_

Date \_\_\_\_\_

MAPS Encumbrance No. \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for approval:

By \_\_\_\_\_  
District Engineer

Approved:

By \_\_\_\_\_  
State Design Engineer

Date \_\_\_\_\_

Approved as to form and execution:

By \_\_\_\_\_  
Contract Management

Date \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By \_\_\_\_\_

Date \_\_\_\_\_

MK-5

**PRELIMINARY SCHEDULE "I"**

Agreement No. 92481

City of Inver Grove Heights

S.P. 1907-72 (T.H. 52-053)

S.A.P. 178-010-007

City Project 2007-17

State Funds

Preliminary: April 9, 2009

Access closure, frontage road and pond construction performed under  
City contract with  
located on T.H. 52 from Clark Road to Briggs Drive

STATE COST PARTICIPATION	
From Sheet No. 3	334,360.50
From Sheet No. 4	197,679.00
Subtotal	\$532,039.50
Construction Engineering (8%)	42,563.16
(1) Total State Cost	\$574,602.66
(2) Contingency Amount	19,397.34
Encumbered Amount (Maximum Lump Sum Payable Amount)	<b>\$594,000.00</b>

(1) Amount of Lump Sum payment, NOT TO EXCEED \$594,000.00, as described in Article III of the Agreement (Estimated amount)

(2) For the State's use only as described in Article III of the Agreement

(P) = PLAN QUANTITY  
S.P. 1907-72 (PARTICIPATING)  
WORK ITEM

ITEM NUMBER	UNIT	QUANTITY	UNIT PRICE	COST
2021.501	LUMP SUM	0.62	25,000.00	15,500.00
2101.501	ACRE	0.05	1,800.00	90.00
2101.502	TREE	12.00	600.00	7,200.00
2101.506	ACRE	0.05	1,800.00	90.00
2101.507	TREE	12.00	600.00	7,200.00
2102.502	LIN FT	800.00	1.00	800.00
2102.602	EACH	4.00	50.00	200.00
2104.505	SQ YD	3,575.00	2.50	8,937.50
2104.509	EACH	10.00	40.00	400.00
2104.513	LIN FT	450.00	3.00	1,350.00
2104.523	EACH	3.00	35.00	105.00
2104.602	EACH	1.00	1,000.00	1,000.00
2105.501	CU YD	4,780.00	6.00	28,680.00
2105.505	CU YD	50.00	15.00	750.00
2105.507	CU YD	300.00	8.00	2,400.00
2105.522	CU YD	2,200.00	12.00	26,400.00
2105.525	CU YD	1,250.00	20.00	25,000.00
2211.501	TON	2,170.00	15.00	32,550.00
2232.501	SQ YD	12.00	3.00	36.00
2350.501	TON	1,360.00	55.00	74,800.00
2531.501	LIN FT	3,450.00	12.00	41,400.00
2531.604	SQ YD	20.00	40.00	800.00
2531.618	SQ FT	70.00	6.00	420.00
2563.601	LUMP SUM	0.62	20,000.00	12,400.00
2563.613	UNIT DAY	15.00	200.00	3,000.00
2564.531	SQ FT	56.25	32.00	1,800.00
2564.537	EACH	3.00	120.00	360.00
2564.602	EACH	1.00	3,500.00	3,500.00
2564.618	SQ FT	100.00	20.00	2,000.00
2572.501	LIN FT	850.00	5.00	4,250.00
2573.502	LIN FT	3,150.00	3.00	9,450.00
2573.512	LIN FT	150.00	4.00	600.00
2573.55	LUMP SUM	0.62	5,000.00	3,100.00
2573.602	EACH	1.00	1,500.00	1,500.00





CITY OF INVER GROVE HEIGHTS

RESOLUTION

IT IS RESOLVED that the City of Inver Grove Heights enter into Mn/DOT Agreement No. 92481 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the access closure, frontage road and storm water treatment pond construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 52 from Clark Road to Briggs Drive within the corporate City limits under State Project No. 1907-72.

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_ are authorized to execute the Agreement and any amendments to the Agreement.  
(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Inver Grove Heights at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, as shown by the minutes of the meeting in my possession.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

My Commission Expires \_\_\_\_\_

NOTARY  
STAMP

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Agreement for 2009 Citizen-Assisted Lake Monitoring Program (CAMP)**

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A *SAT*

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

**PURPOSE/ACTION REQUESTED**

Approve the Intergovernmental Agreement between the Metropolitan Council and the City of Inver Grove Heights for the 2009 CAMP and authorize payment of program fee.

The City has participated in the CAMP since 1995. The volunteer lake monitoring program involves the use of citizen volunteers to collect in-lake samples from 176 lakes in the Twin Cities Metropolitan Area. The volunteers measure surface water temperature and transparency, and collect surface water samples that are analyzed for total phosphorus, total Kjeldahl nitrogen, and chlorophyll-a on a biweekly basis from mid-April to mid-October (approximately 14 sampling events). After each monitoring date, samples are submitted to the Metropolitan Council for chemical analysis. Seidl's Lake will be involved in the Citizen-Assisted Lake Monitoring Program (CAMP) in 2009 with the costs being shared with South St. Paul.

The City's cost to participate in the program is \$275.00 per year for this sampling site. This covers the cost of volunteer training, pick-up and delivery of water samples, and a final analysis report.

The subject Intergovernmental Agreement defines the responsibilities of the City and the Metropolitan Council under the CAMP. A similar document has been signed each year that the City has participated in the program.

Public Works/Engineering recommends approval of the agreement and approval of payment of \$275.00 to the Metropolitan Council for the City's fees for the 2009 sampling program.

SDT/kf  
Attachment: Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
METROPOLITAN COUNCIL AND THE  
CITY OF INVER GROVE HEIGHTS**

**THIS AGREEMENT** is made and entered into by and between the Metropolitan Council (the "Council") and the City of Inver Grove Heights (the "City"), each acting by and through its duly authorized officers.

THE ABOVE-NAMED PARTIES hereby agree as follows:

**I. GENERAL SCOPE OF AGREEMENT**

The Council and the City agree to undertake a volunteer lake sampling study in order to provide an economical method of broadening the water quality database on lakes in the Twin Cities Metropolitan Area.

**II. SPECIFIC SCOPE OF SERVICES**

**2.01 Lake Monitoring Program.** The City and the Council agree to jointly undertake a volunteer lake monitoring program as specified below:

- a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of citizen volunteers (recruited by local City management organizations) to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples to be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a lake sampling form to help describe the lake and weather conditions at the time of the sampling event. Lakes will be visited biweekly from April through October of 2009 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled over the deepest open water location. After each sampling date, the Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.
- b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below, within the City, will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2009.

Lake name	ID#	Maximum # of sampling dates	Approximate sampling interval
Seidl (cost shared with South St. Paul)	19-0095	14	Biweekly

**2.02 City Responsibilities.** The City agrees that it will have sole responsibility for:

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the City wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program.
- e. Ensuring that the volunteers fill out sampling forms during each sampling event, and collect and store samples until picked up by a Council representative.

**2.03 Council Responsibilities.** The Council agrees that it will:

- a. Organize the survey and train volunteers, pick up and deliver samples to the laboratory, and analyze the results of the lake and City data collection program.
- b. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- c. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to determine if any problems exist involving the volunteer's sampling methods and what should be done to correct the problem.
- d. Provide the sample bottles and labels, and filters for chlorophyll filtration.

### III. COMPENSATION; METHOD OF PAYMENT

For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the City agrees to pay the Council the following amounts per lake site listed in section 2.01(b).

For lake sites NOT requiring sampling equipment:

Number of Sampling Dates	Payment amount
14	\$550
7	\$280
5	\$200

For lake sites requiring sampling equipment:

Number of Sampling Dates	Payment amount
14	\$700

Payment of the total amount owing to the Council by the City shall be made within 10 days following the execution of this agreement. An invoice specifying the amount owed by the City will be sent under separate cover.

The total amount specified in the previous paragraph does not include the cost of any additional analyses requested by the City, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the City and subject to the availability of Council resources for carrying out such analyses. The Council will bill the City after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the City will promptly reimburse the Council for any such costs billed.

### IV. GENERAL CONDITIONS

**4.01 Period of Performance.** The services of the Council will commence on April 1, 2009, and will terminate on December 31, 2009, or following work completion and payment, whichever occurs first.

**4.02 Amendments.** The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

**4.03 City Personnel.** Scott Thureen, or such other person as may be designated in writing by the City, will serve as the City's representative and will assume primary responsibility for coordinating all services with the Council.

**4.04 Council's Contract Manager.** The Council's Contract Manager for purposes of administration of this agreement is Kent Johnson, or such other person as may be designated in writing by the Council's Regional Administrator. The Council's Contract Manager will be responsible for coordinating services under this agreement. However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

**4.05 Equal Employment Opportunity; Affirmative Action.** The Council and the City agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the City agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

**4.06 Liability.** Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).

**4.07 Copyright.** No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or City.

**4.08 Termination of Agreement.** The Council and the City will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of sampling events occurring for each lake before termination versus the total sampling events specified for each lake. The balance of the amounts will be refunded by the Council to the City.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed by their duly authorized representatives on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

**CITY OF INVER GROVE HEIGHTS**

Date 4-27-09

By \_\_\_\_\_

Name George Tourville

Its Mayor

**METROPOLITAN COUNCIL**

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

EMA Section Manager

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Parking Restrictions on Clayton Avenue East**

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651-450-2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution prohibiting parking on Clayton Avenue East from 75<sup>th</sup> Street East to 78<sup>th</sup> Street East as part of City Project No. 2009-09D – South Grove Reconstruction Area 4.

**SUMMARY**

On March 23, 2009, the City Council ordered City Project No. 2009-09D. Municipal State Aid funds will be used for a portion of the funding for the improvements on Clayton Avenue East, which is part of the City’s State Aid street system. Because the City is using Municipal State Aid funds for the project, and because the proposed improvement does not provide adequate width for parking on both sides of Clayton Avenue East, a resolution must be passed that prohibits parking on one side of the segment of Clayton Avenue East that is included in the project (map attached).

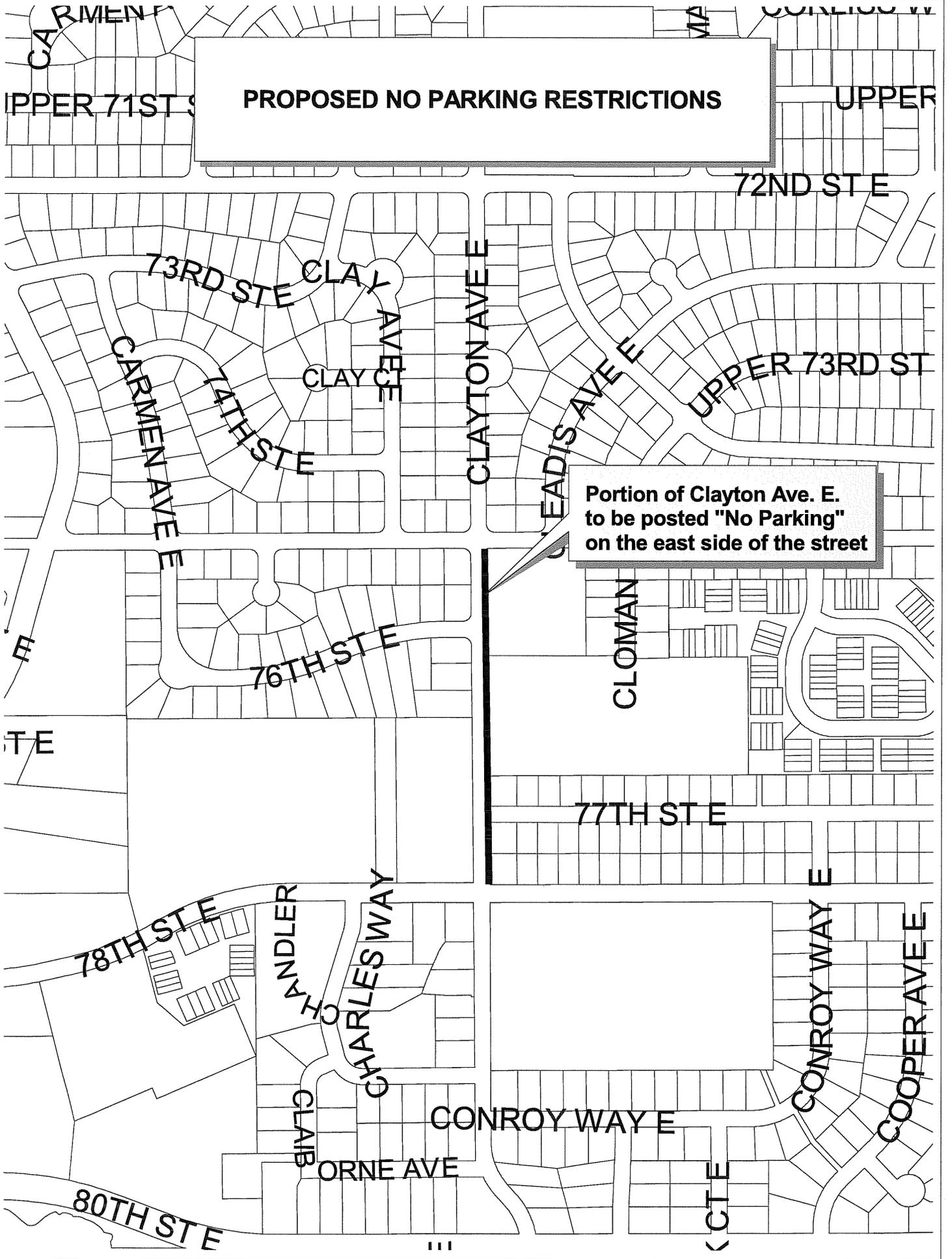
A letter was sent to the affected property owners (attached). The letter states that the east side of the street would be posted NO PARKING, to be consistent with the posting of the adjacent segment between 67<sup>th</sup> Street East and 75<sup>th</sup> Street East. No citizen inquiries or comments have been received in response to the letter. Staff recommends passage of the attached resolution which would authorize the posting of Clayton Avenue East from 75<sup>th</sup> Street East to 78<sup>th</sup> Street East.

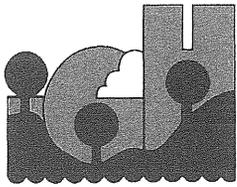
SDT/kf

- Attachments: Map  
 Letter to Residents  
 Resolution

**PROPOSED NO PARKING RESTRICTIONS**

**Portion of Clayton Ave. E.  
to be posted "No Parking"  
on the east side of the street**





# City of Inver Grove Heights

[www.ci.inver-grove-heights.mn.us](http://www.ci.inver-grove-heights.mn.us)

April 20, 2009

Dear Resident/Property Owner:

The City Council ordered City Project No. 2009-09D (South Grove Urban Street Reconstruction, Area 4) at its March 23, 2009 meeting. The project includes the reconstruction of Clayton Avenue between 75<sup>th</sup> Street and 78<sup>th</sup> Street. Clayton Avenue is part of the City's Municipal State Aid (MSA) street system. It serves as a neighborhood collector street.

Because it is in the MSA system, the reconstruction costs are eligible for funding from the City's MSA account with the State. In order to use these funds, the reconstruction must meet certain standards of the State's program. The two changes that will have an impact on the residents living on the street are (1) the street width will be constructed at 32 feet between the faces of curb, and (2) due to the width, one side of the street must be posted "No Parking." These changes have been or will be applied to each segment of Clayton Avenue between 67<sup>th</sup> Street and 80<sup>th</sup> Street with the sections being posted as they are reconstructed over the next three years. This change was made on the segment that was reconstructed between 67<sup>th</sup> Street and 75<sup>th</sup> Street in 2006, 2007, and 2008.

The City recognizes that this will be an inconvenience for some residents at times. The plan calls for posting the east side of the street "No Parking." The east side was chosen because it affects fewer parcels than the west side and is consistent with what has already been reconstructed and posted.

The City Council will be considering a resolution for the parking restriction at its April 27, 2009 meeting. If you have any questions, please call me at 651-450-2541 or e-mail me at [sdodge@ci.inver-grove-heights.mn.us](mailto:sdodge@ci.inver-grove-heights.mn.us).

Sincerely,

Steve W. Dodge, P.E.  
Assistant City Engineer

SWD/kf

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

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

**RESOLUTION RELATING TO PARKING RESTRICTIONS ON CLAYTON AVENUE EAST FROM 75<sup>th</sup>  
STREET EAST TO 78<sup>th</sup> STREET EAST IN THE CITY OF INVER GROVE HEIGHTS**

**WHEREAS**, this resolution was passed this 27<sup>th</sup> day of April, 2009 by the City of Inver Grove Heights in Dakota County, Minnesota. The Municipal corporation shall hereinafter be called the "City", WITNESSETH:

**WHEREAS**, the City has planned the improvement of Clayton Avenue East from 75<sup>th</sup> Street East to 78<sup>th</sup> Street East in the City of Inver Grove Heights, Minnesota; and

**WHEREAS**, the City will be expending Municipal State Aid System funds on the improvements of this street; and

**WHEREAS**, this improvement does not provide adequate width for parking on both sides of the street; and approval of the proposed construction on a Municipal State Aid Street must therefore be conditioned upon certain parking restrictions; and

**WHEREAS**, City Code 1300 does authorize "Regulatory and Warning Sign Placement" by the City Council; and

**WHEREAS**, Minnesota Statutes, Chapter 169, has been adopted by reference as part of said City Code.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the City shall ban the parking of motor vehicles on the east side of Clayton Avenue East from 75<sup>th</sup> Street East to 78<sup>th</sup> Street East at all times.

All such signs, upon placements, shall be in full force and effect under the Laws of the State of Minnesota, Chapter 169, and the Highway Traffic Regulation Act.

Adopted by the City Council of Inver Grove Heights this 27<sup>th</sup> day of April 2009.

AYES:  
NAYS:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**A RESOLUTION RATIFYING THE AMENDMENT TO THE 2009 BUDGET DEALING WITH THE CHANGES TO THE GENERAL FUND AND RECREATION FUND AS A RESULT OF POSITION COMBINATION AT THE VMCC**

---

Meeting Date: April 27, 2009  
Item Type: Consent Agenda  
Contact:  
Prepared by: Joe Lynch, City Administrator  
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:**

Council is asked to pass the enclosed Resolution ratifying the action taken on April 13, 2009 amending the 2009 General Fund and Recreation Fund budgets.

**SUMMARY:**

Council took action on April 13, 2009 to amend the 2009 General Fund Budget and the Recreation fund budget by accepting the recommendation to combine two positions at the Veteran’s Memorial Community Center. The savings to the General Fund is the prorated share of the Communications Coordinator position which was budgeted for expenses related to work on the Insights newsletter and other communication pieces from the City. The savings to the Veteran’s Memorial Community Center is the savings of the salary and benefits from the Membership Supervisor position.

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

**RESOLUTION NO. \_\_\_\_\_  
RESOLUTION AMENDING THE 2009 BUDGETS**

**WHEREAS**, the State of Minnesota is expecting a \$4.6 Billion dollar deficit over the next biennium and is reducing expenses, and

**WHEREAS**, the State of Minnesota has announced and made cuts to the direct and indirect aid to cities and the City of Inver Grove Heights received a \$263,100 loss to the Market Value Homestead Credit for 2008, and

**WHEREAS**, the City of Inver Grove Heights will received cuts of \$518,841 to the MVHC for 2009 and 2010 and the anticipated revenue from the building permits directly related to construction activity will not be received in 2009 at the budgeted level, and

**WHEREAS**, the City of Inver Grove Heights need to be fiscally responsible and reduce expenses commensurate with the loss of revenue,

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:** that the 2009 Budgets are hereby amended as follows:

General Fund:			
Transfer out	101-9200-590.91-10	Decrease	\$31,100
Recreation Fund			
Transfer in	504-0000-391.10-00	Decrease	31,100
Expenditures	504-6100-452.xx-xx	Decrease	31,100
Community Center Fund			
Expenditures	505-6200-453.xx-xx	Decrease	45,000

Adopted by the City of Inver Grove Heights this 27th day of April 2009.

Ayes:

Nays:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER OFFSETTING COSTS TO RESIDENTS TO COMPOST**

Meeting Date: April 27, 2009  
 Item Type: Consent  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider offsetting costs to residents to compost.

**SUMMARY** When the most recent Host Community Agreement with Pine Bend Landfill was amended, the City negotiated a clause in which residents can bring compostable materials to the new compost area at the Landfill for a reduced cost. Pine Bend will give Inver Grove Heights residents a discount on materials for two days this spring and two days this fall. The spring dates are Friday May 15 and Saturday May 16<sup>th</sup>.

Pine Bend is set up to charge by the ton. Residents can choose to bring in materials either in a compostable bag or a tarped load. Bagged materials will be \$17.50 (\$15 minimum charge) per ton with a \$1.50 discount from Allied Waste. Material not in a bag is \$15 (minimum charge) per ton, and again, \$1.50 discount will be applied by Allied Waste. There is a \$3 environmental fee for either method.

Staff suggests that the City cover the \$3 environmental fee for each load brought in by a City resident. Allied Waste will then invoice us for the total amount due. We are required to have two staff there on those days, so we will also be able to track the number of residents who bring materials in.

These costs can be covered by the Landfill Abatement Fund which has an unencumbered balance of \$427,000 as of 12/31/08.

We will begin advertising the event to residents shortly.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE POSITION DESCRIPTION FOR GUEST SERVICES AND MARKETING SUPERVISOR AND APPOINT BETHANY ADAMS TO THE POSITION**

Meeting Date: April 27, 2009  
Item Type: Consent  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Approve the attached position description for the Guest Services and Marketing Supervisor and appoint Bethany Adams to the position.

**SUMMARY** The City Council recently amended the 2009 budget by among other things, combining the duties of two positions within the Parks and Recreation Department; the Guest Services Supervisor and Marketing Coordinator.

The attached position description has been drafted to reflect the combination of the duties of both those position.

The Guest Services Supervisor position was eliminated and the incumbent in that position was terminated. The incumbent in the Marketing Coordinator position, Bethany Adams has been assigned the duties of described in the position description. Staff recommends that Bethany Adams be appointed to the position of Guest Services and Marketing Supervisor. Prior to being appointed to Marketing Coordinator, she held the position of Guest Services Coordinator.

The salary range for the Guest Services Supervisor position is in the Non-Union Compensation Plan, and the Marketing Coordinator position is in the AFSCME bargaining unit. Because of the supervisory responsibilities associated with the Guest Services portion of the position, the Marketing Coordinator position will be removed from the bargaining unit. The new position is proposed to be slotted at the same rate/range as the Guest Services Supervisor on the Non-Union Compensation Plan. This results in a slight increase for Ms. Adams – less than \$300 annually.

## **City of Inver Grove Heights**

### **POSITION DESCRIPTION**

**Position Title:** *Guest Services & Marketing Supervisor*

**Department/Location:** *Parks & Recreation – VMCC Division*

**Immediate Supervisor:** *Parks & Recreation Director*

**Latest PD Revision:** *May 2009*

---

#### ***Position Summary:***

***This is a supervisory position responsible for the guest service functions of the Veterans Memorial Community Center and the marketing of the VMCC and recreational programs. Incumbent is responsible to perform independent judgment and take initiative under the general supervision of the Parks & Recreation Director.***

---

#### **Essential Accountabilities and Expected Outcomes**

- 1) Directs division staff in providing guest service functions of the VMCC.
  - a) Establish administrative and internal procedures and plans for daily provisions of guest services.
  - b) Motivates and ensures job performance standards are met through proper mentoring and coaching of division staff to ensure staff can contribute value-added results.
  - c) Responsible for recruitment efforts and supervision of division staff.
- 2) Responsible to develop comprehensive marketing plan for the Parks and Recreation Department/VMCC.
  - a) Develops and produces the department's quarterly brochure.
  - b) Administers the department's pages on the City's web site to ensure pertinent and accurate information that creates interest in our programs and facilities.
  - c) Develops advertisement pieces to be displayed in local newspapers and paid publications.
  - d) Devises marketing plan for selling available advertising space within department programs and facilities.
- 3) Responsible to oversee membership sales, daily admissions, building supervision.
  - a) Responsible for managing insurance reimbursement programs for members and insurance carriers.
  - b) Responds to customer inquiry in a timely and accurate fashion.
- 4) Create and analyze marketing data to determine effective marketing trends and target markets.
  - a) Develops data collection tools such as exit surveys, on-line surveys etc. that collects accurate data on the way our customers view our programs and services.
  - b) Assists department staff in determining trends on department's program offerings.
- 5) Develops policies and procedures for the efficient and effective provision of division services.
- 6) Prepares overall division operational budgets.
  - a) Develops budgets that are designed to provide the most cost effective guest service that enables customers to experience quality services.
  - b) Monitors revenue and expense budgets ensuring budgeted amounts are met.
  - c) Develops fee schedules ensuring maximum revenue generation and cost recovery of division services.
- 7) Assumes additional accountabilities as assigned.

**Accountabilities Shared by all City Employees:**

Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrating by personal example the service excellence and integrity expected from all employees.

Developing respectful and cooperative working relationships with co-workers, including willing assistance to newer employees so that their job responsibilities can be performed with confidence as quickly as possible.

Conferring regularly with and keeping one's immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Representing the City in a professional manner to all outside contacts when doing the City's business and also with the general public.

**Typical Working Environment:**

Demands of the position require employee to work days/evenings/weekends as the demands of the position require.

Position is primarily supervisory in nature, working in a typical office environment.

**Typical Physical Requirements for this Position:**

Must be able to sit, stand, speak, hear, and effectively communicate to staff, and the public.

Must be able to stoop, kneel, crouch, handle objects, lift and carry 25lbs, bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception.

**Selection Criteria to Qualify for this Position:**

B.S. in business or marketing

2 years supervisory experience.

Desirable – 3 years supervisory experience in a similar facility.

Valid, unrestricted Minnesota Drivers License.

Clean background check.

**Employee's Acknowledgement and Date:** \_\_\_\_\_

**Supervisor's Acknowledgement and Date:** \_\_\_\_\_

**Administrative Services Acknowledgement and Date:** \_\_\_\_\_

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◻\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
DAVID B. GATES  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
1924-2009

# MEMO

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

**TO: Mayor and City Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: April 27, 2009**  
**RE: Agreement for Dishonored Check Diversion Program**

**Section 1. Background.** Financial Crime Services (“FCS”) has proposed to operate a pre-trial diversion program (the “Program”) for the City for offenders who issue dishonored checks to local merchants. Pre-trial diversion programs for dishonored check issuance are authorized by Minnesota Statutes § 628.69.

By way of background, many cities in Minnesota have already partnered with FCS for the creation and operation of a pre-trial diversion program. Some of the participating cities in Dakota County include: West St. Paul, Mendota Heights, Farmington, and Apple Valley. For the vast majority of these cities, first offenders may participate in the pre-trial diversion program if the dishonored check is worth \$1,500 or less.

Currently, the City prosecutes offenders who issue dishonored checks. However, before the City prosecutes the offenders, the Police Department provides merchants with a packet of information and a set of tasks that must be completed. The tasks represent statutory prerequisites to prosecution of dishonored checks. The prosecution of these offenders is a lengthy and expensive process. The Program offers the potential for merchant restitution without the expense of criminal prosecution.

Only first time offenders will be eligible for the Program. Program participants avoid criminal prosecution for issuance of a dishonored check if they successfully complete the Program. Successful completion requires attendance at a series of financial management classes, payment of restitution to the merchant victim, and payment of a service charge on the dishonored check, which is authorized by Minn. Stat. § 609.114, subd. 2(a) and which cannot exceed \$30.00. The Program is operated at no cost to the City and merchant victims; it is completely offender-funded

through the offender's payment of the class fees and assignment of the service charge from the victim merchant to FCS. FCS bears all responsibility for and costs associated with performing all Program-related operational, clerical and accounting tasks and provides written reports to the City with respect to offender participation and collection and disbursement of funds.

Upon commencement of the Program, FCS would partner with the merchant community and undertake education of the merchant community on check acceptance procedures that will, hopefully, result in acceptance of fewer dishonored checks, as well as educate the merchant community with respect to the Program. At their option, merchants enter into a memorandum of understanding with FCS with respect to recovery of dishonored checks, pursuant to which the merchant agrees to refrain from civil actions against the offender and the merchant victim gifts the statutorily-permitted service charge to FCS. Merchants are under no obligation to participate in the Program. Merchants who opt not to participate in the Program may still recover their losses in a civil action or through traditional criminal prosecution.

There are potential advantages to the Program. First, criminal prosecution of dishonored checks is difficult, as the statutory prerequisites to criminal prosecution are onerous and merchants are often unable to fulfill all of them. Second, prosecution of dishonored checks is costly with respect to police investigation and attorney court time. Finally, it is hoped that the educational class component of the Program will reduce recidivism among offenders.

Important provisions of the Agreement provide that:

- The City retains the ability to prosecute offenders.
- The City will assist with development of police department policies consistent with the Program's objectives, publicize the Program and assist in reviewing checks received in the Program.
- FCS provides all clerical and accounting functions associated with the Program.
- FCS will indemnify the City, name the City as an insured on its insurance policies, and operates as an independent contractor.
- FCS must ensure and require that any of its subcontractors agree to and comply with all of the terms of the Agreement and FCS is responsible for its subcontractors' breach, performance or non-performance under the Agreement.
- The initial term is one year and there is an automatic renewal provision.
- The Agreement is terminable by either party, without cause, on thirty days written notice.
- The City may terminate the Agreement on written notice for cause if FCS fails to perform its obligations under the Agreement.

**Section 2. Requested Action.** The Police Department is recommending approval of the agreement and the creation and operation of the Program. Accordingly, the Council is asked to consider the benefits of the Program and to consider approval of the proposed agreement with FCS for the creation and operation of the Program.

## DISHONORED CHECK PROGRAM AGREEMENT

### FOR THE

### CITY OF INVER GROVE HEIGHTS, MN

1. **Contractual Agreement** - This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Inver Grove Heights (“City”), a Minnesota municipal corporation, and Financial Crimes Services, LLC (“FCS”), a Minnesota limited liability company.
2. **Purpose** – The purpose of this Agreement shall be to implement and conduct a Dishonored Check Pre-Trial Diversion Program (the “Program”), pursuant to Minn. Stat. § 628.69, which authorizes the City to contract with a third party to operate a pre-trial diversion program for issuers of dishonored checks..

The Program provides an alternative to criminal prosecution of individuals under Minn. Stat. Section 609.535 who issue dishonored check(s) to merchants and businesses. An Offender who participates in the Program is required to make full Restitution to his or her Victim(s), complete educational class work regarding financial management at the Offender’s own expense, and pay the penalty provided in Minnesota Statute Section 609.114, Subd. 2(a).

At the discretion of the City Attorney, first time Offenders will be diverted from criminal prosecution and allowed to participate in the Program. FCS will assist the City Attorney and Victims in obtaining full Restitution for Victims of non-sufficient funds (NSF) checks and account closed (AC) checks. The Program will assist the City’s Police Department and other law enforcement agencies in obtaining records to assist in the investigation and prosecution of individuals issuing dishonored checks.

3. **Contract Terms** - This Agreement shall be in force for a period of one (1) year, beginning upon the date of city approval. Termination provisions of this Agreement are governed by Sections 9 and 11 of this Agreement.
4. **Definitions:**
  - A. ***Victim*** – the business or merchant who accepted a dishonored check for goods or services and suffered a financial loss. If the Victim is required to be licensed by the City, the Victim must be in good standing with the City.
  - B. ***Offender*** – A person who is charged with a violation of Minnesota Statute Section 609.535 or who may be charged with a violation of Minnesota Statute Section 609.535 because probable cause exists to arrest or charge the person but who has not yet entered a plea in the proceedings and who has enrolled in the Program voluntarily or by order of the court.
  - C. ***City***- the City of Inver Grove Heights, a Minnesota municipal corporation.
  - D. ***Classes*** – meaningful financial management classes, which FCS conducts for Offenders, that that consist of six (6) classroom hours and that include information on financial management and check writing.
  - E. ***Class Fees*** – the fees that FCS charges the Offender for attendance at the Classes required by the Program. The current Class Fees are \$125 and FCS shall retain the Class

Fees to conduct the Classes. The Class Fees may be waived by FCS, provided that the Offender pays the Restitution and Service Charge within fourteen (14) working days.

- F. **FCS** – Financial Crime Services, LLC, a Minnesota limited liability company.
  - G. **Police Department** – the Inver Grove Heights Police Department.
  - H. **City Attorney** – the Inver Grove Heights City Attorney.
  - I. **Restitution** - Face value (or written amount of a dishonored check(s)).
  - J. **Service Charge** – the service charge, not to exceed \$30.00, authorized by Minnesota Statutes Section 604.114, subd. 2(a), for issuance of a dishonored check provided it was conspicuously displayed on the premises when the check was issued.
5. **City Support** – The City shall do the following to assist FCS in FCS’ implementation and operation of the Program:
- A. The City Attorney and the Police Department designees will assist FCS in organizing and implementing the Program with courts and law enforcement personnel. The Police Department designees will also provide guidance in publicizing the Program to the business community.
  - B. The City Attorney and Police Department designees will conduct as needed meetings with key FCS staff to offer procedural guidance, evaluate Program performance, and provide support and direction.
  - C. The City Attorney and Police Department shall implement departmental policies that are consistent with the fulfillment of the terms of this Agreement.
  - D. Police Department designees shall support FCS in reviewing checks received in the Program daily that are posted on the FCS web site.
6. **Performance Agreement** - FCS agrees to provide the following professional services to the City in a timely and efficient manner. FCS will provide all necessary services, including but not limited to those below, for the implementation and operation of the Program:
- A. Perform all clerical functions related to the Program, including but not limited to written and oral communication correspondence with Offenders and Victims;
  - B. Perform all accounting functions related to the Program, including but not limited to maintenance of all financial records relating to the Program;
  - C. Collect and disburse all Program-related monies;
  - D. Provide reports to the City on a monthly, a quarterly and an annual, basis regarding collection and disbursement of all monies and any Program-related data as required or requested by the City and law enforcement.
  - E. Develop, schedule and conduct the Classes, for Offenders. At its option, FCS may conduct the Classes jointly other communities provided, however, that individual Class sizes shall not exceed thirty (30) attendees.
  - F. Report Offenders who refuse to enroll into the Program or fail to complete the Program to the City Attorney and/or court, if required.

- G. Properly maintain all physical files, financial records, documentation, reports, computer files, etc. for a period of a minimum of six (6) years and shall provide copies of any data to the City upon its request.
- H. Create and maintain Offender Class attendance records, documenting those who attend, complete and fail to complete the Classes.

7. **Program Operational Fees/Revenue** –

- A. Offender Funding of Program. The Program is conducted at no cost to the City and is completely funded by Offenders. Offenders pay the Class Fee to FCS. Offenders pay Restitution to the Victims.
- B. Class Rescheduling Fee. A fee of \$20.00 will be assessed to an Offender who fails to appear at any Class and has to re-schedule a Class. This fee will be assessed each time the Offender has to re-schedule a Class. This may occur up to three (3) times before referring the Offender to the City as failing to appear.
- C. Victim Restitution. FCS shall provide Restitution to the Victim from any money recovered from the Offender.
- D. Service Charge. Minnesota Statutes Section 604.113 subd. 2 (a) allows for the collection of a service charge, not to exceed \$30.00, on dishonored checks, provided the service charge was conspicuously displayed on the premises when the check was issued. Offenders pay FCS the Service Charge permitted by Minnesota Statutes Section 604.113, subd. 2(a).

8. **Non-Compete** – During the term of this agreement the City shall not establish a competing worthless check program or any other similar program.

9. **Agreement Date** - This Agreement shall remain in effect from \_\_\_\_\_, 2009, to \_\_\_\_\_, 2010. The Agreement shall automatically renew for additional one (1) year terms unless terminated pursuant to Section 11.

10. **City has no financial liability** - It is understood and agreed by and between the parties that FCS and any subcontractor FCS retains shall bear all financial liability for all aspects of its operations and the Program under this Agreement.

11. **Termination of this agreement:**

- A. This Agreement may be terminated at any time, without cause, by either party upon 30 days written notice to the authorized agent of the City or FCS set forth in Section 22.
- B. This Agreement may be terminated by the City at any time upon written notice to the authorized agent of FCS set forth in Section 22 if the City determines that FCS or its subcontractors is acting or has acted in violation of state or federal law at any time during the term of this Agreement.

12. **Amendments or Material Modifications** - All amendments or modifications to this Agreement must be in writing and approved by both parties.

13. **Merchant Participation** – FCS shall inform Victims that participation in the Program is voluntary.

14. **Criminal Action** – The City Attorney may, at its sole discretion, choose to prosecute Offender(s) for their dishonored checks. -
15. **Hold Harmless and Indemnification:**
- A. FCS shall save and protect, hold harmless, indemnify and defend the City, its officers, employees, and agents against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses arising from or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of FCS, its officers, employees, and agents, in the performance of this Agreement.
16. **Independent Contractor:**
- A. Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. FCS shall at all times remain as independent contractor with respect to the services to be provided under this Agreement.
- B. The City shall be exempt from payment of all unemployment insurance, FICA, retirement, life and medical insurance and workers' compensation insurance for any and all of FCS employees and agents. Payment of insurance premiums, tax withholding, and all other benefits are strictly the responsibility of FCS.
17. **Subcontractor** - FCS shall neither subcontract any portion of the work to be performed under this Agreement nor assign this Agreement without the prior written approval of the City. FCS shall ensure and require that any subcontractor agrees to and complies with all of the terms of this Agreement. Any subcontractor of FCS used to perform any portion of this Agreement shall report to and bill FCS directly. FCS shall be solely responsible for the breach, performance, or nonperformance of any subcontractor.
18. **Data Practices** - FCS agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. FCS will immediately report to the City, through the person designated in Section 22, any request from a third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from FCS concerning data requests. FCS agrees to hold the City, its officers, employees, and agents harmless from any claims resulting from the FCS' unlawful disclosure or use of data protected under state and federal laws.
19. **Compliance with the Law** - FCS agrees to abide by the requirements and regulations of The American with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disabilities, religion, and with sexual harassment, the city agrees to promptly supply all necessary clarifications. Violation of any of the above can lead to the termination of this Agreement.
20. **Entire Agreement** - This entire Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party which are not embodied herein, and that no other agreements, statements, or promises not contained within this Agreement shall be valid or binding. All provision contained within this Agreement shall be valid or binding. The laws of Minnesota and the United States of America shall govern all provisions of this Agreement.

21. **Audits and Inspections** - The City Attorney, or the designated representative in Section 22 or other governmental agency exercising regulatory function over the City's business activities, while exercising reasonable, non-disruptive procedures, may inspect FCS records at anytime.
22. **Notice** – Any notice to be given hereafter by either party to the other, shall be in writing and may be affected by personal delivery, or by registered mail, return receipt requested, addressed to the proper party, at the following addresses:
  
23. **Insurance** - FCS agrees to provide and maintain, at its own cost and at all times during its performance under this Agreement until its expiration or termination, such liability insurance coverage as is set forth below, and to otherwise comply with the provision that follow:
  - A. **Workers Compensation:** Workers Compensation insurance in compliance with all applicable statutes.
  - B. **Auto Insurance** – Owned and unowned.
  - C. **General Liability:** “Commercial General Liability Insurance” (Insurance Service Office policy form title), or equivalent policy form, providing coverage on an “occurrence”, rather than on a claims made basis, the policy for which shall include, but not limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Agreement), Independent Contractors, and Products-Completed Operations Liability. Coverage for explosions, collapse and underground Hazards shall **not** be included.

Such a policy shall name the City as an additional insured thereunder, and shall apply on a primary basis with respect to any similar insurance maintained by the City, which other insurance of the City, if any, shall apply excess of FCS insurance and not contributed therewith. FCS agrees to maintain Products-Complete Operations coverage on a continuing basis for period of at least two (2) years after date of completion.

Such Commercial General Liability insurance policy shall provide a combined single limit in the amount of at least \$2,000,000 (one million) Each Occurrence, applying to liability for bodily injury and property damage, and a combined single limit of at least the same amount applying to liability for Personal injury and Advertising injury. Such minimum limits may be satisfied by the limit afforded under Firm's Commercial General Liability Insurance Policy, or by such Policy in combination with limits afforded by a Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Policy is at least in all material respects as broad as that afforded by the underlying Commercial Liability Policy, and further that the City is included as an additional Insured thereunder.

Such Commercial General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregated limits are not at any time during which such coverage is required to be maintained hereunder reduced to less than the required Each Occurrence limited stated above, and further, that the Umbrella or Excess Liability provides from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which “drops down” to respond immediately over reduced underlying

limits, or in place of exhausted underlying limits, but subject to a deductible or “retention” amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the firm total deductibles or retention for Each Occurrence to exceed \$10,000.

**D. Professional Liability:** Professional or “Error & Omissions”

Liability Insurance in the amount of at least \$1,000,000 Each Occurrence (or “Wrongful Act” or equivalent) and if applicable, Aggregate, covering FCS Liability for negligent acts, errors, or omissions in the performance of professional services in connection with this Agreement. FCS Professional Liability Insurance may afford coverage on an occurrence basis or on a claims basis. It is however, acknowledged and agreed by the FCS that under claims-made coverage changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for the City hereunder. FCS therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for the City could result: and further, that it will exercise it’s right under any Extended Reporting Period” (“tail coverage”) or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection.

FCS further agrees that it will, throughout the entire duration of this Agreement keep required coverage and for an additional period of two (2) years following completion of this agreement, immediately:(a) advise the City of any intended or pending change in Professional Liability inures or in policy forms, and provided the City with all pertinent information that the City may reasonably request to determine compliance with this paragraph; and (b) advise the City of any claims or threat of claims that might reasonably be expected to reduce the amount of such insurance remain available for the protection of the City.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the data first written above.

Financial Crimes Services

City of Inver Grove Heights

By: \_\_\_\_\_  
(Scott Adkisson – President)

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

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

Meeting Date: April 27, 2009  
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 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 acceptance of a \$3,569 donation from the Inver Grove Heights Fire Department Auxiliary.

**SUMMARY**

The IGHFD Auxiliary hosts an annual bowling fund-raiser for the IGH Fire Department. This year, the total donation includes funds raised by the bowling event as well as \$1,000 from Drkula’s Bowl and a \$190 from Amy Bergum, which were proceeds from the sale of her book.

This donation will be used to assist in the purchase of new rescue equipment for vehicle crashes. The Inver Grove Heights Fire Department sincerely appreciates this generous donation.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

**PERSONNEL ACTIONS**

Meeting Date: April 27, 2009  
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 Nickel, Walter Knosp, Danielle Srock, Phil Witt, Lee Dembsky, Michael Barnett, Kyle Golden, Adam Kania, Dave Kelley, Joe Ladd, Darin Thureen, Tom Arth, Alfred Brood, John Ferguson, Jim Gosen, Elmer Guetschoff, Lyle Knutson, Jennifer Kruckenberg, Richard Moore, Kenneth Schultz, Nick Demike, Brianna Eckl, Loann Evenson, Emily Hansen, Dorothy Lencowski, Kate Lentz, Darlene Saltis, Joan Sirek, Stephanie Wilmes, Sam Nord, James Gould, Brett Mathison, Justin Mikel, Mitch Toborg, and Bob Zilisch.

Please confirm the employment of Thomas Kaldunski as City Engineer.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR CITY PROJECT 2008-18 PULBIC SAFETY ADDITION/CITY HALL RENOVATION**

Meeting Date: April 27, 2009  
 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 the attached resolution accepting bids and awarding the contract for City Project 2008-18 Public Safety Addition/City Hall Renovation.

**SUMMARY** City Project No. 2008-18 was advertised with bids received and publicly read aloud at 2:00 p.m. on March 26, 2009. Ten contractors submitted bids. See the attached minutes of the bid opening for details.

The low base bid of \$10,896,600, plus alternates of \$628,000 (Alternate 2 has been removed) equate to a total construction cost of \$11,524,900. The base bid plus alternates is 22% than the pre-bid estimate. The total project budget is \$15,719,900 which includes design fees, FFE, project contingencies, etc.

Description	bid amt
Structure expansion	included
Geothermal heating/cooling	included
Upgrade, White TPO Roof	included
Burnished Block	included
Higher Performance Windows	included
Alt 1 Basement Storage Expansion	\$240,000
Alt 3 Pervious Paving West/South	\$23,000
Alt 4 High Speed Squad Garage Doors	\$37,000
Alt 5 Automatic Clock System	\$1,400
Alt 6 Replace Lower Level AHU	\$57,000
Alt 8 Earthwork Related Trucking	\$112,000
Alt 10 Veneer Plaster	\$68,500
Alt 11 emergency generator	\$53,400
Alt 12 Additional Landscape Irrigation	\$13,000
Additional earthwork trucking not included in above	\$23,000
<b>Subtotal: Alternates</b>	<b>\$628,300</b>

Staff recommends the City Council adopt the attached resolution accepting the bids and awarding the contract for City Project 2008-18 Public Safety Addition/City Hall Renovation in an amount of \$10,896,600 plus an amount to be determined by discussion of the alternates. The project is to be funded by a combination of Capital Improvement Bonds in the amount of \$9.9 million and the balance from City reserve funds.

**CITY OF INVER GROVE HEIGHTS  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077**

**Minutes of Bid Opening on Thursday, March 26, 2009**

**CITY PROJECT 2008-18  
PUBLIC SAFETY ADDITION/CITY HALL RENOVATION**

Pursuant to an advertisement for bids for City Project No. 2008-18 Public Safety Addition/City Hall Renovation, an administrative meeting was held on March 26, 2009 for the purpose bid opening. Bids were opened and read aloud.

Attending the meeting were:

Jenelle Teppen, Assistant City Administrator

Melissa Rheaume, Deputy City Clerk

John Love, BKV Group

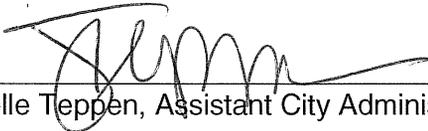
Linda McCracken Hunt, Studio Five Architects

Representatives from each of the Contractors were present as were various sub-contractors.

Bids were opened and read aloud as demonstrated on the attached.

The bids have been tabulated and verified as accurate as shown on the attached.

Submitted by:



Jenelle Teppen, Assistant City Administrator

City Project 2008-18  
Public Safety Addition/City Hall Renovation

BID TABULATION

bidder	bid bond	base bid	alt 1	alt 2	alt 3	alt 4	alt 5	alt 6	alt 8	alt 10	alt 11	alt 12	total
Shaw Lundquist	yes	\$10,896,600	\$240,000	\$139,000	\$23,000	\$37,000	\$1,400	\$57,000	\$112,000	\$68,500	\$53,400	\$13,000	\$11,640,900
Stahl	yes	\$11,100,000	\$280,000	\$135,000	\$19,000	\$72,000	\$1,500	\$45,000	\$137,000	\$72,000	\$60,000	\$17,000	\$11,938,500
Lund Martin	yes	\$11,136,000	\$261,000	\$141,000	\$21,700	\$75,000	\$1,400	\$58,000	\$136,000	\$66,000	\$56,000	\$14,000	\$11,966,100
Knutson	yes	\$11,090,000	\$260,000	\$203,000	\$42,000	\$37,000	\$8,000	\$55,000	\$134,000	\$69,000	\$55,000	\$14,000	\$11,967,000
Jorgenson	yes	\$11,149,000	\$298,000	\$240,000	\$35,000	\$85,000	\$1,500	\$60,000	\$134,000	\$72,000	\$56,000	\$13,000	\$12,143,500
PCL	yes	\$11,400,000	\$315,000	\$184,000	\$36,000	\$40,000	\$1,300	\$80,000	\$121,000	\$70,000	\$55,600	\$13,000	\$12,315,900
Merrimac	yes	\$11,435,134	\$225,677	\$284,438	\$49,297	\$40,461	\$2,644	\$100,498	\$137,418	\$68,758	\$57,125	\$14,069	\$12,415,519
Adolphson Peters	yes	\$11,659,000	\$265,000	\$126,000	\$17,500	\$73,000	\$1,400	\$44,000	\$122,000	\$68,000	\$56,000	\$13,000	\$12,444,900
CM	yes	\$11,700,000	\$375,000	\$20,000	\$40,000	\$40,500	\$1,600	\$80,000	\$125,000	\$70,000	\$60,000	\$25,000	\$12,537,100
Maertens-Brenny	yes	\$12,335,400	\$246,000	\$203,500	\$41,300	\$60,800	\$1,500	\$45,000	\$133,100	\$69,500	\$55,000	\$14,100	\$13,205,200

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR CITY PROJECT  
2008-18 PUBLIC SAFETY ADDTION/CITY HALL RENOVATION IN THE AMOUNT OF \$**

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

**WHEREAS**, pursuant to an advertisement for bids for City Project 2008-18 Public Safety Addition/City Hall Renovation, 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</u>	<u>Alternates Total</u>
Shaw Lundquist	Yes	\$10,896,600	\$744,300
Stahl Construction	Yes	\$11,100,000	\$838,500
Lund Martin	Yes	\$11,136,600	\$830,100
Knutson	Yes	\$11,090,000	\$877,100
Jorgenson	Yes	\$11,149,000	\$994,500
PCL	Yes	\$11,400,000	\$915,900
Merrimac	Yes	\$11,435,134	\$980,385
Adolphson Peterson	Yes	\$11,659,000	\$785,900
CM	Yes	\$11,700,000	\$837,100
Maertens-Brenny	Yes	\$12,335,400	\$869,800

**WHEREAS**, Shaw Lundquist 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 Shaw Lundquist in the name of the City of Inver Grove Heights, for City Project 2008-18 Public Safety Addition/City Hall Renovation according to the plans and specifications therefore approved by the City 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. Financing for the project is through a combination of Capital Improvement Bonds and City Reserve Funds.

Adopted by the City Council of Inver Grove Heights this 27<sup>th</sup> day of April 2009.

AYES:

NAYS:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

**CALL FOR THE SALE OF BONDS**

Meeting Date: April 27, 2009  
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** Approve attached resolution calling for the sale of Capital Improvement Bonds in an amount to be determined.

**SUMMARY** Staff has been working with Steve Apfelbacher and Jonathan North of Ehlers and Associates on the bond issue for the Public Safety Addition/City Hall Renovation. We are proposing the issuance and sale of General Obligation Capital Improvement Bonds, Series 2009A in an amount to be determined through discussion.

The bonds are to be sold on May 11, 2009 and will be dated June 1, 2009. Details on this bond issue are on the attached pre-sale report prepared by Ehlers and Associates. Also attached is the resolution calling for the sale of the bond issue. The City’s current bond rating is AA3 from Moody’s. Ehlers is recommending that the City consider a rating from Standard and Poor’s for this transaction.

The City Council member who makes the motion should be prepared to insert the amount of the bond issue into the record.

Staff recommends approval of the attached resolution authorizing the sale of the bonds.

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

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

**Resolution Providing for the Sale of  
General Obligation CIP Bonds, Series 2009A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota, has duly approved a capital improvement plan (the "Plan") in accordance with Minnesota Statutes, Section 475.521 (the "CIP Act"), and has held a public hearing regarding issuance of general obligations bonds pursuant to the Plan in the maximum principal amount of \$23,000,000, to finance the construction of a new public safety and City Hall facility (the "Project"); and
- B. WHEREAS, the City did not receive a petition regarding such bonds pursuant to the CIP Act within 30 days after the date of such hearing; and
- C. WHEREAS, the City Council has determined to finance a portion of the Project with available funds, and therefore reduce the principal amount of bonds to be issued under the CIP Act for the Project; and
- D. WHEREAS, the City has now determined that it is necessary and expedient to issue the City's General Obligation CIP Bonds, Series 2009A (the "Bonds"), to finance the portion of the Project cost not funded with other available funds; and
- E. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. Based on Council's decision on this date as to the portion of the Project costs be funded with available City funds, the City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds in a maximum principal amount of \$\_\_\_\_\_.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:30 pm on Monday, May 11, 2009, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27<sup>th</sup> day of April, 2009.

AYES:  
NAYS:

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

ATTEST:

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

**Inver Grove Heights, MN**  
**General Obligation CIP Bonds, Series 2009**  
**Debt Service Schedule**

**Debt Service Schedule - G.O. CIP Bonds, Series 2009**

Par Amount of Bonds	12,035,000
Planned Issuer Equity contribution	4,194,099
Estimated Interest Earnings - Construction Fund	36,057
<b>Total Sources</b>	<b>16,265,156</b>
Total Underwriter's Discount (0.800%)	96,280
Costs of Issuance	60,000
Deposit to Capitalized Interest (CIF) Fund	387,152
Deposit to Project Construction Fund	15,717,099
Rounding Amount	4,625
<b>Total Uses</b>	<b>16,265,156</b>

**Est Interest Earnings and Draw Schedule - Project Fd**

Levy Year	Collect Year	Payment Date Ending	Principal	Rate	Interest	Cap Interes	Total P & I	Total + 5.00%
		6/1/2009						
2008	2009	2/1/2010	-		387,152	(387,152)	-	-
2009	2010	2/1/2011	-	0.00%	580,728		580,728	609,764
2010	2011	2/1/2012	205,000	2.85%	580,728		785,728	825,014
2011	2012	2/1/2013	215,000	3.05%	574,885		789,885	829,379
2012	2013	2/1/2014	225,000	3.25%	568,328		793,328	832,994
2013	2014	2/1/2015	245,000	3.45%	561,015		806,015	846,316
2014	2015	2/1/2016	260,000	3.65%	552,563		812,563	853,191
2015	2016	2/1/2017	285,000	3.95%	543,073		828,073	869,476
2016	2017	2/1/2018	315,000	4.10%	531,815		846,815	889,156
2017	2018	2/1/2019	355,000	4.20%	518,900		873,900	917,595
2018	2019	2/1/2020	390,000	4.30%	503,990		893,990	938,690
2019	2020	2/1/2021	425,000	4.40%	487,220		912,220	957,831
2020	2021	2/1/2022	465,000	4.50%	468,520		933,520	980,196
2021	2022	2/1/2023	525,000	4.60%	447,595		972,595	1,021,225
2022	2023	2/1/2024	570,000	4.75%	423,445		993,445	1,043,117
2023	2024	2/1/2025	600,000	4.85%	396,370		996,370	1,046,189
2024	2025	2/1/2026	625,000	4.95%	367,270		992,270	1,041,884
2025	2026	2/1/2027	655,000	5.05%	336,333		991,333	1,040,899
2026	2027	2/1/2028	690,000	5.15%	303,255		993,255	1,042,918
2027	2028	2/1/2029	725,000	5.25%	267,720		992,720	1,042,356
2028	2029	2/1/2030	765,000	5.35%	229,658		994,658	1,044,390
2029	2030	2/1/2031	805,000	5.40%	188,730		993,730	1,043,417
2030	2031	2/1/2032	850,000	5.40%	145,260		995,260	1,045,023
2031	2032	2/1/2033	895,000	5.40%	99,360		994,360	1,044,078
2032	2033	2/1/2034	945,000	5.40%	51,030		996,030	1,045,832
			<b>12,035,000</b>		<b>10,114,939</b>	<b>(387,152)</b>	<b>21,762,788</b>	<b>22,850,927</b>

Draw Date	Investment	Rate	Interest	Disburse
6/1/2009				
7/1/2009	844,777.33	0.40%	5,223	850,000
8/1/2009	995,058.69	0.40%	4,941	1,000,000
9/1/2009	1,745,390.11	0.40%	4,610	1,750,000
10/1/2009	1,745,971.41	0.40%	4,029	1,750,000
11/1/2009	1,996,552.91	0.40%	3,447	2,000,000
12/1/2009	747,217.89	0.40%	2,782	750,000
1/1/2010	747,466.74	0.40%	2,533	750,000
2/1/2010	747,715.70	0.40%	2,284	750,000
3/1/2010	997,964.73	0.40%	2,035	1,000,000
4/1/2010	1,248,297.10	0.40%	1,703	1,250,000
5/1/2010	1,498,712.86	0.40%	1,287	1,500,000
6/1/2010	1,499,212.01	0.40%	788	1,500,000
7/1/2010	549,711.34	0.40%	289	550,000
8/1/2010	316,993.42	0.40%	106	317,099
9/1/2010				-
10/1/2010				-
11/1/2010				-
12/1/2010				-
1/1/2011				-
2/1/2011				-
3/1/2011				-
4/1/2011				-
5/1/2011				-
6/1/2011				-
			<b>36,057</b>	<b>15,717,099</b>
		<b>15,681,042</b>		



April 27, 2009

Pre-Sale Report for  
\$\_\_\_\_\_ General Obligation  
CIP Bonds, Series 2009A

City of Inver Grove Heights,



## Details of Proposed Debt

- Proposed Issue:** \$\_\_\_\_\_ General Obligation Capital Improvement Bonds, Series 2009A
- Purpose:** To assist in the financing of a new City Hall / Public Safety facility. The project is expected to have a total cost of \$15,719,000.
- Authority:** The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475. CIP debt (authorized under 475.521) is limited to 0.16% of taxable market value.
- The Bonds count against the City's legal debt limit of 2% of market value.
- The City has held the required public hearings and is under the maximum amount of debt limit proscribed in each statutory authority.
- Funding Source(s):** It is the intent of the City to levy property taxes to support 105% of the debt service beginning with taxes payable in 2010.
- The tax impact for the Bonds is found in the attached document.
- Arbitrage Monitoring:** With increasing short-term investment rates, IRS rules regarding the amount of interest that the City may earn on bond proceeds must be taken into consideration. If the City spends the bond proceeds within 24 months according to specific percentages each six months, interest earned on the proceeds above the bond interest rate does not need to be rebated or repaid. The excess interest earnings are known as arbitrage. The City will also need to keep its debt service funds within IRS parameters to avoid penalties for carrying too high of a balance during the life of the issue.
- Rating:** The City is currently rated Aa3 by Moody's Investors Service. We are recommending the City consider a rating from Standard & Poors for this transaction.
- Bank Qualification:** Because the City is issuing less than \$30,000,000 in the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can sometimes result in lower interest rates. However, given current market conditions, the interest rate difference between bank qualified and non-bank qualified is very small.
- Term/Call Feature:** The 2009A Bonds are expected to mature 2033, with capitalized interest for the February 1, 2010 payment. Interest is payable each six months. Principal on the 2009A Bonds will be due on February 1 in the years 2012





through 2033. The 2009A Bonds maturing February 1, 2020, and thereafter will be subject to prepayment at the discretion of the City on February 1, 2019.

**Other  
Considerations:**

The Council is considering supplementing bond proceeds with cash-on-hand to finance the project. Use of reserves can weaken a community's ability to address future shortfalls or projects, and be viewed unfavorably by rating agencies.

We will continue to monitor the market and the call dates for the City and will alert you to any future opportunities.



## Proposed Debt Issuance Schedule

Pre-Sale Review by Council:	April 27, 2009
Distribute Official Statement:	Week of May 4, 2009
Conference with Rating Agency:	Week of May 4, 2009
City Council Meeting to Award Sale of the Bonds:	May 11, 2009
Estimated Closing Date:	Week of June 1, 2009

## Attachments

Sources and Uses of Funds  
 Proposed Debt Service Schedule  
 Bond Buyer Index  
 Resolution Authorizing Ehlers to Proceed With Bond Sale

## Ehlers Contacts:

Financial Advisors:	Steve Apfelbacher	(651) 697-8510
	Jon North	(651) 697-8545
Bond Analysts:	Diana Lockard	(651) 697-8534
	Debbie Holmes	(651) 697-8536
Bond Sale Coordinator:	Alicia Aulwes	(651) 697-8523

The Official Statement for this financing will be mailed to the Council Members at their home address for review prior to the sale date.





Resolution No. \_\_\_\_\_

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$ \_\_\_\_\_ General Obligation CIP Bonds, Series 2009A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$ \_\_\_\_\_ General Obligation CIP Bonds, Series 2009A (the "Bonds"), to finance a new City Hall and Public Safety facility in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. Based on Council’s decision tonight as to the par amount of the bonds to be used for the project, the City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:30 pm on Monday, May 11, 2009, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CITY OF INVER GROVE HEIGHTS**

Meeting Date: April 27, 2009  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider the Third Reading of an **Ordinance Amendment** to Section 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing.

- Requires 3/5th's vote.
- 60-day deadline – N/A

**SUMMARY**

On April 13th, the City Council approved the second reading of the ordinance as presented without any recommended changes.

There are no further changes proposed by Staff.

**RECOMMENDATION**

Planning Staff Recommends approval of the ordinance amendment.

Attachments: Ordinance Amendment with Uniform Street Naming and Addressing Manual attachment

**Ordinance Third Reading**

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

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

**AN ORDINANCE ENACTING SECTION 510.05, SUBD. 5 OF THE INVER GROVE HEIGHTS SUBDIVISION ORDINANCE TO ADOPT THE DAKOTA COUNTY UNIFORM STREET NAMING AND ADDRESSING SYSTEM, AN OFFICIAL CITY ADDRESS MAP AND ENACTING PERFORMANCE STANDARDS FOR STREET ADDRESSING**

The City Council of Inver Grove Heights does hereby ordain:

**SECTION 1.** Section 510.05 Procedures shall be amended to add the following:

**Subd. 5. Street Naming and Addressing.**

1. The City shall be responsible for assigning street names and addresses for all subdivisions utilizing the Dakota County Uniform Street Naming and Addressing System Procedure Manual, dated November 17, 2008, as amended from time to time, which is approved, adopted and added by reference to the Subdivision Ordinance pursuant to authority granted in Minnesota Statutes 471.62 and shall be kept and maintained in a separate binder in the Office of the City Clerk for use by the public.
2. Performance Standards.
  - a. Private streets are subject to the provisions of Section 510.05, subd. 5.
  - b. With respect to all street names and addresses assigned pursuant to Section 510.05, subd. 5, the following regulations shall apply:
    1. Street signs for public streets shall be green in color.
    2. Street signs for private streets shall be brown in color.

3. Address numbers, building numbers or approved building identification shall be placed in a position that is plainly legible and visible from the street or road fronting the property.
4. Address numbers, building numbers or approved building identification shall contrast with their background.
5. Address numbers, building numbers or approved building identification shall be Arabic numerals or alphabet letters.
6. Address numbers, building numbers or approved building identification shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inches (12.7 mm).

**SECTION 2.** That the street map entitled "Inver Grove Heights Address Map," dated January 2009, is hereby ratified and approved and shall, as henceforth amended from time to time, constitute the official map of the streets within the City, and the names of the streets and public ways and addresses shown thereon are ratified and approved.

**SECTION 3.** Effective Date. This Ordinance shall be effective from and after its passage and publication according to law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Attest:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Acquisition of Property Lying to the West of Doffing Avenue**

Meeting Date: April 27, 2009  
 Item Type: Regular Meeting  
 Contact: Thomas J. Link: 651-450-2546  
 Prepared by: Tom Link, Director of Community Development  
 Reviewed by: N/A

*ML*

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

**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 City Council is to consider adoption of the enclosed Resolution Approving the Acquisition of Property Lying to the West of Doffing Avenue and South of 64<sup>th</sup> Street.

**SUMMARY**

The City established the Doffing Avenue Voluntary Acquisition Program in the late 1990's when it received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources (DNR). The purpose of this program is to acquire properties, on a voluntary basis, in the Doffing Avenue Area so that the buildings can be removed, the floodplain restored, and the area eventually redeveloped as a community park.

The City has a contract with the Dakota County Community Development Agency (CDA) to assist with the administration of the acquisition program. The CDA has sent letters to all Doffing Avenue Area property owners informing them of the voluntary acquisition program. The City and the CDA have acquired eighteen properties and received inquiries from other property owners interested in possibly selling to the City.

Candace Ewald is the owner of vacant properties lying west of Doffing Avenue and south of 64<sup>th</sup> Street. The properties are legally described as Lots 1, 2, 3, 4, and 12, Block 32, Inver Grove Factory Addition. Ms. Ewald contacted the CDA and requested the City to purchase the property.

Braun Intertec, the City's environmental consultant, completed a Phase II site investigation because the property is adjacent to the old railroad maintenance yard. The investigation consisted of collecting and analyzing twelve soil borings. No volatile organic compounds, PAH's, or metals were detected above State threshold standards. No remediation is necessary.

The City Council discussed this matter in January and early April and provided the CDA and City staff with direction. The enclosed resolution would approve the acquisition of the property, through the CDA, consistent with that direction. The resolution also authorizes payment of

Acquisition of Property Lying west of Doffing Avenue  
Page two

\$138,600, based on the CDA's appraised fair market value, plus State deed tax and title insurance premium.

Though the property lies within the Doffing Avenue area and partially within the 100 year floodplain, it does not qualify for reimbursement from the DNR Flood Hazard Mitigation Grant because it does not contain structures. The acquisition would be funded from the City's Host Community Fund, as allocated through the City's 2009 budget.

Staff recommends approval of the Resolution Approving the Acquisition of Property Lying Along the West Side of Doffing Avenue and South of 64<sup>th</sup> Street.

Enc: Resolution  
Map

cc: Melissa Taphorn, Dakota County Community Development Agency

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

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

RESOLUTION APPROVING THE ACQUISITION OF PROPERTY  
LYING TO THE WEST OF DOFFING AVENUE AND SOUTH OF 64<sup>TH</sup> STREET

WHEREAS, the City has received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources, a Community Development Block Grant from the U.S. Department of Housing and Urban Development, and a Supplemental Environmental Program Grant from the Minnesota Pollution Control Agency for the purpose of acquiring properties in the Mississippi River Floodplain and eventually reclaiming that floodplain; and

WHEREAS, the City has used these grant monies to establish a program for the voluntary acquisition of properties along Doffing Avenue in the Mississippi River Floodplain; and

WHEREAS, Candace Ewald is the owner of a vacant property lying to the west of Doffing Avenue and south of 64<sup>th</sup> Street, legally described as Lots 1, 2, 3, 4, and 12, Block 32, Inver Grove Factory Addition, Dakota County, Minnesota, and has requested the City to acquire her property:

WHEREAS, said property lies in the Doffing Avenue Neighborhood:

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the acquisition of the property lying to the west of Doffing Avenue and south of 64<sup>th</sup> Street from Candace Ewald, through the offices of the Dakota County Community Development Agency; and

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

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes payment in the amount of \$138,600, plus State Deed Tax and title insurance premium, to be paid from the Host Community Fund.

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the Purchase Agreement.

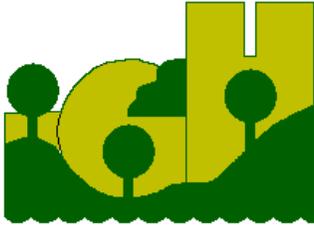
Passed by the City Council of the City of Inver Grove Heights on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

AYES:  
NAYS:

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

ATTEST:

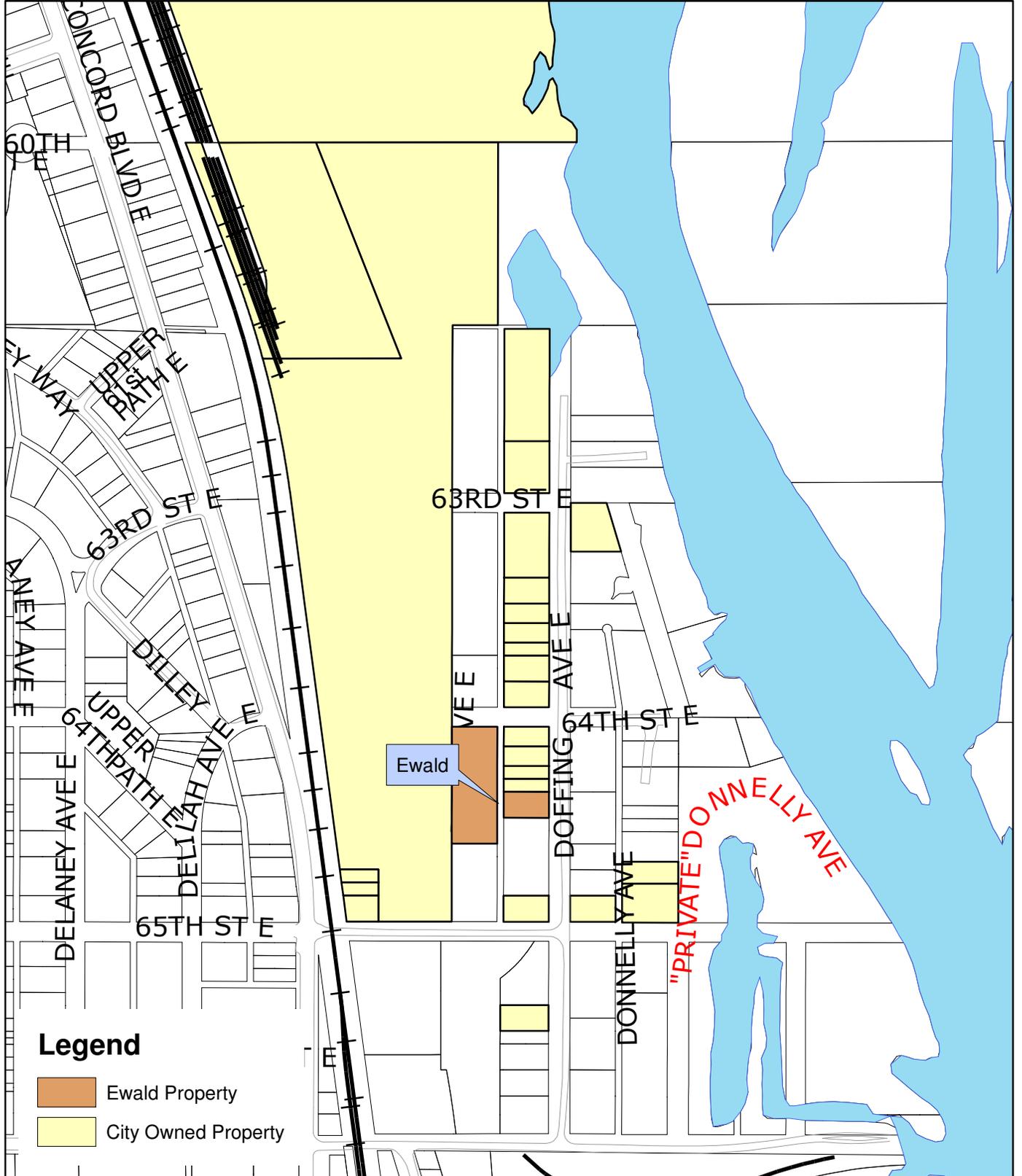
\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk



Inver Grove Heights

# Doffing Avenue Voluntary Acquisition Program Ewald Property

April 27, 2009



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Acquisition of 6330 Doffing Avenue**

Meeting Date: April 27, 2009  
 Item Type: Regular Meeting  
 Contact: Thomas J. Link: 651-450-2546  
 Prepared by: Tom Link, Director of Community Development  
 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**

The City Council is to consider adoption of the enclosed Resolution Approving the Acquisition of Property at 6330 Doffing Avenue.

**SUMMARY**

The City established the Doffing Avenue Voluntary Acquisition Program in the late 1990's when it received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources (DNR). The purpose of this program is to acquire properties, on a voluntary basis, in the Doffing Avenue Area so that the buildings can be removed, the floodplain restored, and the area eventually redeveloped as a community park.

The City has a contract with the Dakota County Community Development Agency (CDA) to assist with the administration of the acquisition program. The CDA has sent letters to all Doffing Avenue Area property owners informing them of the voluntary acquisition program. The City and the CDA have acquired eighteen properties and received inquiries from other property owners interested in possibly selling to the City.

David and Debra Bilderback are owners of 6330 Doffing Avenue. The property is legally described as Lots 2, 3, and 4, Block 36, Inver Grove Factory Addition. The Bilderbacks contacted the CDA and requested the City to purchase the property.

Braun Intertec, the City's environmental consultant tested the water quality of an artesian pond on the property. The tests found that there were no contaminants in the water.

The City Council discussed this matter in January and early April and provided the CDA and City staff with direction. The enclosed resolution would approve the acquisition of the property, through the CDA, consistent with that direction. The resolution also authorizes payment of \$230,000, the CDA's appraised fair market value, plus State deed tax and title insurance premium.

The property lies within the 100 year floodplain and, therefore, qualifies for reimbursement from the DNR Flood Hazard Mitigation Grant. The grant would fund 50% of the acquisition costs.

The City would fund the remaining 50% through the Park Dedication and Host Community Funds, as previously approved by the City Council..

Staff recommends approval of the Resolution Approving the Acquisition of Property at 6330 Doffing Avenue.

Enc: Resolution  
Map

cc: Melissa Taphorn, Dakota County Community Development Agency

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

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

RESOLUTION APPROVING THE ACQUISITION OF PROPERTY  
AT 6330 DOFFING AVENUE

WHEREAS, the City has received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources, a Community Development Block Grant from the U.S. Department of Housing and Urban Development, and a Supplemental Environmental Program Grant from the Minnesota Pollution Control Agency for the purpose of acquiring properties in the Mississippi River Floodplain and eventually reclaiming that floodplain; and

WHEREAS, the City has used these grant monies to establish a program for the voluntary acquisition of properties along Doffing Avenue in the Mississippi River Floodplain; and

WHEREAS, David and Debra Bilderback are owners of a residential property at 6330 Doffing Avenue, legally described as Lots 2, 3, and 4, Block 36, Inver Grove Factory Addition, Dakota County, Minnesota, and have requested the City to acquire their property:

WHEREAS, said property lies in the Doffing Avenue Neighborhood:

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the acquisition of 6330 Doffing Avenue from David and Debra Bilderback, through the offices of the Dakota County Community Development Agency; and

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

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes payment in the amount of \$230,000, plus State Deed Tax and title insurance premium, to be paid from the Park Dedication Fund and Host Community Fund.

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the Purchase Agreement.

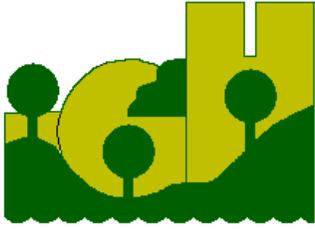
Passed by the City Council of the City of Inver Grove Heights on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

AYES:  
NAYS:

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

ATTEST:

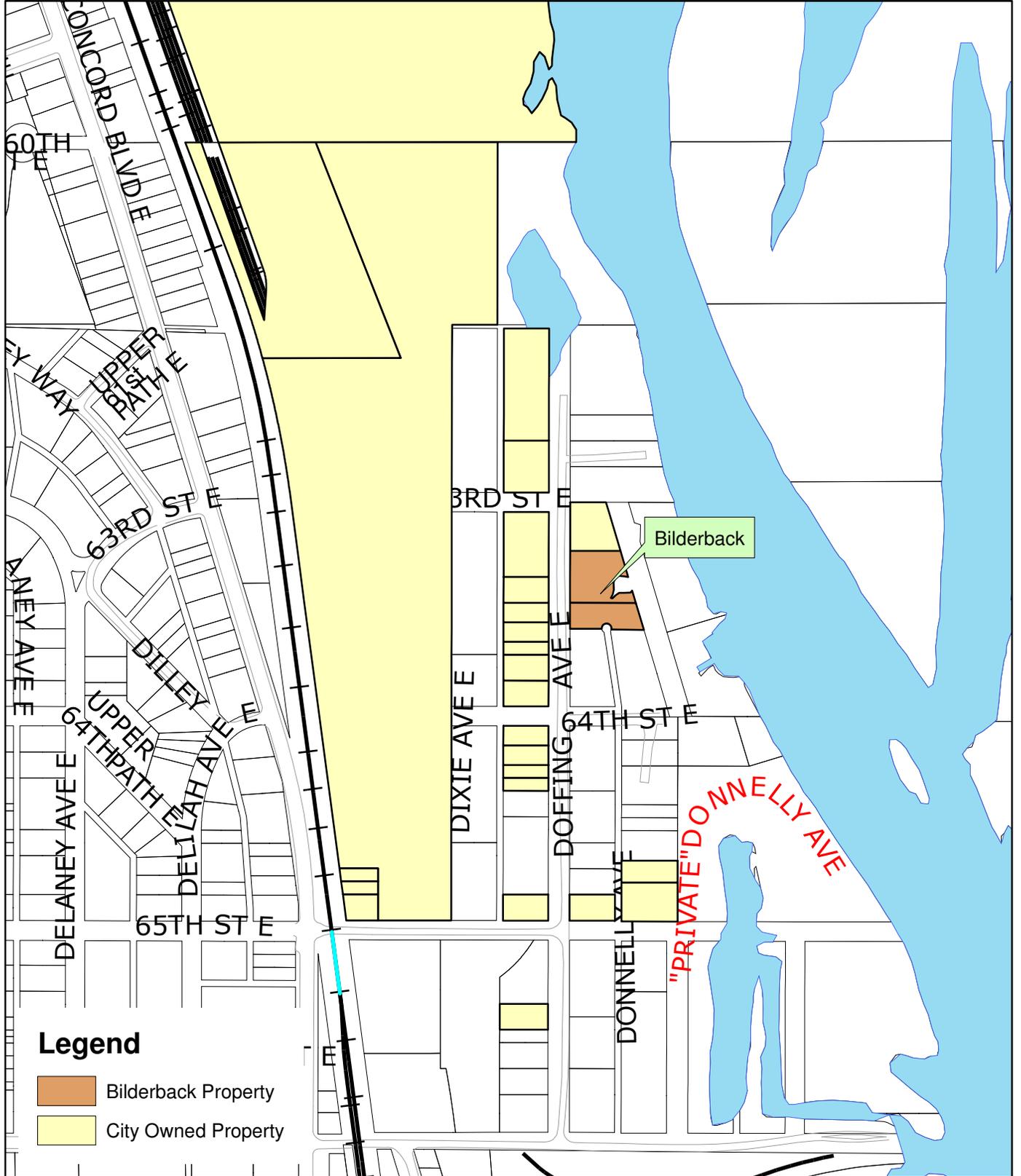
\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk



Inver Grove Heights

# Doffing Avenue Voluntary Acquisition Program Bilderback Property

April 27, 2009



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Discuss Conditions Under Which the City of Inver Grove Heights Would Volunteer to Own the Rock Island Swing Bridge

---

Meeting Date: April 27, 2009  
 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 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 needs to discuss if ownership of the Rock Island Swing Bridge by the City is in the best interest of the public. If the City does not identify itself as a potential owner of the bridge, the bridge is likely to be completely demolished by the end of the summer 2009.

If the Council has an interest in pursuing ownership, city staff has indentified a series of conditions that should be attached that would need to be met for City ownership.

**SUMMARY**

Washington and Dakota Counties are the custodians of the Rock Island Swing Bridge. As custodians, the Counties have decided that they are not interested in re-using any portions of the bridge and for liability and safety reasons have been working to remove the bridge in its entirety.

The contract awarded for the demolition of the bridge calls for a June 15, 2009 deadline to determine if an alternate owner is willing to step forward to take on an ownership role. To date there have been no public or private agency that has expressed an interest in re-using a portion of the bridge for historic or recreational purposes.

Recently, City staff submitted a grant application requesting \$1,300,000 from the Transportation Enhancement (ARRA). The application does not require a local match of funds. If successful, the grant would provide a significant portion of funding towards the bridges rehabilitation estimated to be between \$2,000,000 and \$2,500,000. Based on conversation with people associated with the process, our application appears to be very competitive and we believe:

- The application was determined eligible and will compete against 47 other projects
- The application was quite unique compared to other projects which focused on standard trail/non-motorized projects
- The application was comprehensive and addressed many of the goals of the program

In further conversations some challenges that face our application include:

- While not required, no local financial match was identified in the application
- There may be questions related to historic preservation process and ability to perform work according to an aggressive schedule

If the Council is interested in strengthening our application, the Council could consider directing staff to submit a letter to the Metropolitan Council (example attached) indicating that you have met and approved a local match in funding from City sources. The recommended range is 10 – 20% (\$130,000 - \$260,000).

To protect the City, staff is suggesting the following conditions be met before the City would take ownership of the Rock Island Swing Bridge.

### **Transfer of Ownership**

The Department of Revenue (DOR) is the current owner of the bridge. The DOR would need to indemnify and hold the City harmless from any and all claims currently against the property and bridge in relation to taxes owed, liens or judgments against the property and/or structure. DOR would not charge the City for any fees during the transfer of ownership (i.e. back taxes, title fee, recording fee, etc.) This would include any environmental issues associated with the bridge and its structure which may have been caused from the structures existence since 1895.

### **Application and Approval of Necessary Permits**

It is believed that the City would need to apply for the following permits:

- Section 10 Permit issued by the United States Army Corps of Engineers (USACOE)
- Environmental Assessment Permit issued by the USACOE
- Public Waters Permit by the Minnesota Department of Natural Resources (MN DNR)
- Section 404 issued by a unidentified federal agency
- Section 401 issued by a unidentified federal agency
- Additional permits as determined by regulatory agencies with jurisdiction unknown at this time (MN DOT, MPCA, etc.)
- United States Fish and Wildlife Service (USFWS) Mussel survey may be necessary

The City would not take ownership unless all necessary permits were approved.

### **Funding for the Rehabilitation of the Re-used Structure**

The City would need to secure funding from resources outside the City's (i.e. Federal Government, State Government, Grants etc.) by December 2009 for any and all costs associated with reusing the structure. This would include hiring consultants, engineers, applying for permits, bidding, contracting, hiring contractors, environmental work, etc.

Funding would need to cover rehabilitation/reconstruction/construction of piers, abutments, and bridge segments.

The City would not take ownership unless financial resources could be acquired with a cap of City financial resources of \$130,000 - \$260,000 (as determined by the Council) which would go towards the re-use\rehabilitation.

### **Operations & Maintenance Plan with Dakota County**

The City and County would enter into a JPA which would outline the responsibilities of each governmental body. The JPA would include issues such as:

- Operations
- Maintenance
- Long-term financial commitments for repair and replacement of piers and bridge structures
- Additional site planning and improvements associated with regional trailhead facilities
- Security

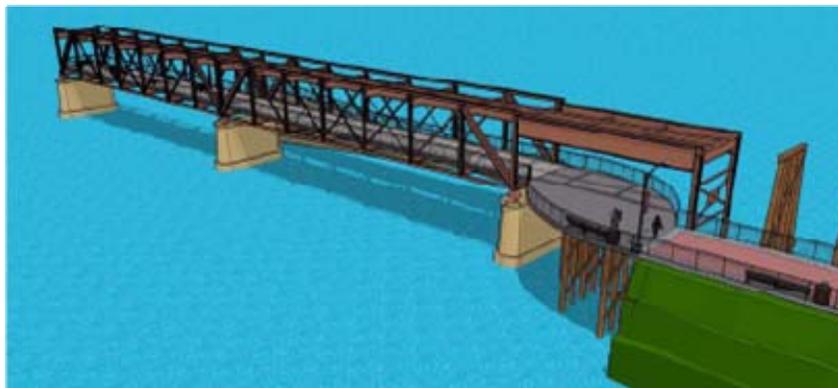
### **Next Steps**

1. Direct staff not to pursue ownership of the Rock Island Swing Bridge. This direction will likely result in the complete removal of the structure by the end of the summer 2009.

OR

1. Direct staff to investigate ownership of the Rock Island Swing Bridge
2. Send a letter to the Metropolitan Council outlining a local match in the amount approved by the Council
3. Send letter to County indicating an interest in ownership if condition are met
4. Develop Joint Powers Agreement with Dakota County
5. Determine the Scope of the project
6. Submit necessary permits
7. Prepare RFP for engineering work related to assisting the City in determining the scope of the project.
8. Pursue outside funding sources
9. Others?

# Rock Island Swing Bridge



Dakota and Washington Counties hired Parson Brinkerhoff (PB) to review Bridge 5600. PB developed a 311 page report outlining the removal and re-use issues associated with the bridge. The following is a brief summary of some of the more useful information concerning the bridge.

In early January 2007, Dakota and Washington Counties retained Parson Brinkerhoff (PB) to study Bridge No. 5600, also known as the "JAR Bridge" or "Rock Island Swing Bridge". The study included investigations of total bridge removal and possible combinations of partial removal and re-use options of the west approach spans. Re-use options included removal of portions of the west approach spans, and full removal of both the swing span and the east approach spans.

Built in 1895, Bridge 5600 carried rail traffic on the upper deck and vehicle traffic on the lower deck. From west to east, the structure consists of a 50' long plate girder span (rail level) and a 50' long multi-timber girder span (vehicle level), 5 steel trusses at about 140' long each, a 442' long steel swing span, and eleven spans of a two-girder and floor beam system with varying lengths of 30 to 40'.

In 1982, the railroad closed the bridge, and the renamed "JAR Bridge" began operation as a toll facility. In August 1999, the Minnesota Department of Transportation (MN DOT) closed the bridge due to failure of structural members. Also in 1999, the JAR Bridge owners stopped paying taxes in both counties.

The United States Coast Guard (USCG) deemed the bridge an obstruction to navigation in April of 2001 and issued a removal order for the entire bridge. The bridge has fallen into tax forfeiture status as of August 2003, with the State of Minnesota inheriting ownership and Dakota and Washington Counties assuming responsibility for the overall bridge site/maintenance. In the late fall of 2008 after several discussions with both Counties and the State of Minnesota, the State of Minnesota has accepted ownership of the bridge.

In August 2008 the USCG rescinded their removal order and withdrew its position as lead federal agency regarding the potential removal of Bridge 5600; though the removal of the bridge is still called for as it remains a hazard to navigation. The structure was permitted as a bridge and is no longer serving in a bridge capacity. Therefore, the permit is now void and requires action by the owners of the structure.

The bridge has undergone considerable amounts of structural retrofits in the past which must be considered for any re-use scenario. There are also significant amounts of intermittent welds as part of past retrofits. These welds (in addition to the welding of the original non weld-able steel) are very fatigue prone and lead to the decreased life span of the various structural members. All the fatigue prone details will need to be addressed prior to any re-use of the west approach structures.

## Inspections

### *Underwater Inspections:*

If the bridge carried vehicular traffic, the FHWA would require an underwater inspection for the bridge once every 5-years. Underwater inspections are estimated to be about \$20,000 each. Underwater inspections will only be required for a re-use option only.

### *Bridge Inspections:*

Due to the age of the bridge, an annual (12-month) fracture critical bridge inspection is also recommended, at an estimated cost of about \$25,000 each. Fracture critical bridge inspections will only be required under a re-use option.

### *Mussel Survey:*

A mussel survey has been recommended by the MN DNR and USFWS before any work to the bridge site is done. The survey is estimated at about \$20,000, not including costs for relocation should any state or federally-protected species be encountered. The mussel survey will be required for total structural removal as well as partial removal and re-use options. If species are determined present, relocation program could cost approximately \$500,000 exclusive of monitoring requirements.

### *Site Survey:*

A GPS type survey for the structures to be re-used should be done to document field conditions and establish a baseline for future measurements of pier movements. A survey of this type is estimated at about \$10,000. A site survey will only be required for a re-use scenario.

## National Bridge Inventory Condition Ratings

Rating	Condition Category	Description
9	Excellent	
8	Very Good	
7	Good	No problems noted.
6	Satisfactory	Some minor problems.
5	Fair	All primary structural elements are sound but may have minor section loss, cracking, spalling, or scour
4	Poor	Advanced section loss, deterioration, spalling, or scour
3	Serious	Loss of section, deterioration, spalling, or scour have seriously affected the primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present.
2	Critical	Advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may be removed substructure support. Unless closely monitored, it may be necessary to close the bridge until corrective action is taken.
1	Imminent Failure	Major deterioration or section loss present in critical structural components, or obvious loss present in critical structural components, or obvious vertical or horizontal movement affecting structural stability. Bridge is closed to traffic, but corrective action may put back in light service.
0	Failed	Out of service; beyond corrective action.

### Rock Island Swing Bridge West Spans Assessment

4	Poor	Truss systems	Due to the many fatigue prone details throughout both trusses
5	Fair	Railroad deck floorbeams	No major section loss observed
0	Failed	Built-up vehicle deck floor beams	All need replacement
5	Fair	Rolled section vehicle deck floor beams	Minor section loss observed on top flange
5	Fair	Vehicle deck timber stringers	Not able to observe the majority of stringers
0	Failed	Bearings	Most bearings are severely deteriorated and are not functioning
3	Serious	Piers	The combination of channel scour, spalling, and undermining under bearings
5	Fair	Foundations	No major loss observed

*Bridge 5600 report compiled by Parsons Brinckerhoff January 2009*

Email only

April 28, 2009

Metropolitan Council  
Attn: Mr. James Andrew  
390 Robert Street N  
St Paul, MN 55101

**Subject:     Transportation Enhancements Funding (American Recovery & Reinvestment Act)**

Dear Mr. Andrew

On April 2, 2009 the City of Inver Grove Heights submitted an application requesting \$1,300,000 in funding for the restoration and re-use of the western portion of the Rock Island Swing Bridge. In the application, the City was unable to identify a local contribution to the project because of the application deadline and the Council's meeting schedule. The Council did however meet on Monday, April 27<sup>th</sup> and approved local funding in the amount of \$xxx,xxx should our grant request of \$1,300,000 receive approval.

The City is confident and committed to making this project a reality and we are excited about the opportunity to restore this historic structure and provide countless people from across the region the opportunity to experience the "Mighty Mississippi". Should you have any questions please feel free to contact me at 651.450.2587 or by email at [ecarlson@ci.inver-grove-heights.mn.us](mailto:ecarlson@ci.inver-grove-heights.mn.us) .

Sincerely,

Eric Carlson  
Parks and Recreation Director  
City of Inver Grove Heights

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Acceptance of Bids and Award of Contract for City Project No. 2008-11 – Southern Sanitary Sewer System, East Segment**

Meeting Date: April 27, 2009  
 Item Type: Regular  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution awarding contract for City Project No. 2008-11 – Southern Sanitary Sewer System, East Segment.

**SUMMARY**

Bids were opened at 10:00 a.m. on February 26, 2009 for the subject project. Nineteen contractors submitted bids.

The low bid was submitted by Hennen Construction Co. in the base bid amount of \$359,647.50 plus Bid Alternate 1, which is for the 111<sup>th</sup> Street sewer lateral, in the amount of \$38,675.00 for a total contract award of \$398,322.50.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract for City Project No. 2008-11 – Southern Sanitary Sewer System, East Segment to Hennen Construction Co. in the total bid amount of \$398,322.50.

SDT/kf

Attachments: Resolution  
 April 22, 2009 letter from Kimley-Horn & Assoc., Inc. providing a summary of bids

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR CITY PROJECT NO. 2008-11 –  
SOUTHERN SANITARY SEWER SYSTEM (EAST SEGMENT) IMPROVEMENTS TO HENNEN  
CONSTRUCTION CO. IN THE AMOUNT OF \$398,322.50**

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

**WHEREAS**, pursuant to an advertisement for bids for City Project No. 2008-11 – Southern Sanitary Sewer System (East Segment) Improvements, bids were received, opened, read aloud, and tabulated according to law. The following bids were received, complying with the advertisement, acknowledgement of receipt of addendum, and submitted a bid bond:

<b>BIDDER</b>	<b>BASE BID</b>	<b>ALTERNATE NO. 1</b>	<b>BASE BID PLUS ALTERNATE</b>
Hennen Construction Co.	\$359,647.50	\$38,675.00	\$398,322.50
Friedges Contracting Co.	\$364,120.55	\$35,489.15	\$399,609.70
Northwest Asphalt, Inc.	\$369,572.41	\$31,813.25	\$401,385.66
Minger Construction, Inc.	\$376,571.80	\$32,626.00	\$409,197.80
S. M. Hentges & Sons, Inc.	\$385,433.00	\$36,031.20	\$421,464.20
Quiring Excavating, LLC	\$384,579.00	\$37,536.00	\$422,115.00
LaTour Construction, Inc.	\$395,939.75	\$34,907.15	\$430,846.90
Carl Bolander & Sons, Inc.	\$398,680.00	\$33,950.00	\$432,630.00
S-K Contracting, Inc.	\$397,211.00	\$41,145.00	\$438,356.00
Ryan Contracting Co.	\$426,726.94	\$35,894.70	\$462,621.64
Northdale Construction	\$429,664.03	\$36,590.88	\$466,254.92
Geislinger & Sons, Inc.	\$452,815.75	\$40,613.96	\$493,429.71
Burschville Construction Co.	\$477,829.70	\$38,813.50	\$516,643.20
Arcon Construction Co., Inc.	\$500,003.57	\$37,833.30	\$537,836.87
S. R. Weidema, Inc.	\$505,444.50	\$39,309.23	\$544,753.73
Kuechle Underground, Inc.	\$513,852.94	\$43,132.22	\$556,985.16
Eureka Construction, Inc.	\$606,592.00	\$49,425.00	\$656,017.00
Heselton Construction, LLC	\$612,734.00	\$49,761.00	\$662,495.00
Nodland Construction Co., Inc.	\$690,121.00	\$47,030.00	\$737,151.00

**WHEREAS**, Hennen Construction Co. 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 Hennen Construction Co. in the name of the City of Inver Grove Heights, for City Project 2008-11 – Southern Sanitary Sewer System (East Segment) Improvements, 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, which shall be retained until the contract has been signed.
3. City Project No. 2008-11 – Southern Sanitary Sewer (East Segment) Improvements shall be funded through special assessments to the benefiting properties, the Sewer Connection Fund and the Closed Bond Fund.

Adopted by the City Council of Inver Grove Heights this 27<sup>th</sup> day of April 2009.

AYES:  
NAYS:

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

ATTEST:

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



Kimley-Horn  
and Associates, Inc.

April 22, 2009

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

■  
Suite 345N  
2550 University Avenue West  
St. Paul, Minnesota  
55114

Re: Summary of Bids  
Southern Sanitary Sewer – East Segment Improvements  
City Project 2008-11

Dear Mr. Thureen:

At 10:00 a.m. Thursday, February 26<sup>th</sup>, 2009, bids were received and opened for the above-referenced project. Bids were received from nineteen (19) contractors and are as follows:

<u>Contractor</u>	<u>Base Bid</u>
Hennen Construction Co.	\$ 359,647.50
Friedges Contracting Co.	\$ 364,120.55
Northwest Asphalt, Inc.	\$ 369,572.41
Minger Construction, Inc.	\$ 376,571.80
S.M. Hentges & Sons, Inc.	\$ 385,433.00
Quiring Excavating, LLC	\$ 384,579.00
LaTour Construction, Inc.	\$ 395,939.75
S-K Contracting, Inc.	\$ 397,211.00
Carl Bolander & Sons, Inc.	\$ 398,680.00
Ryan Contracting Co.	\$ 426,726.94
Northdale Construction	\$ 429,664.03
Geislinger & Sons, Inc.	\$ 452,815.75
Burschville Construction, Inc.	\$ 477,829.70
Arcon Construction Co, Inc.	\$ 500,003.57
S. R. Weidema, Inc.	\$ 505,444.50
Kuechle Underground, Inc.	\$ 513,852.94
Eureka Construction, Inc.	\$ 606,592.00
Heselton Construction, LLC	\$ 612,734.00
Nodland Construction Co, Inc.	\$ 690,121.00

All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual. All bids acknowledged the two (2) addenda that were issued for the project.



Hennen Construction Co. was read as the low bidder for their base bid of \$359,647.50, and their bid has been confirmed. There were several minor errors made amongst the other bidders, however none of the errors significantly affected the order of the bids. A copy of the bid tabulation for the project is enclosed for your information. All bid amounts shown on this letter and the attached bid tabulations are the corrected bid amounts.

The plans and specifications also contained one bid alternate to install a lateral sanitary sewer line down 111<sup>th</sup> Street. Contractors were made aware that the project would either be awarded on the base bid amount or on the base bid plus bid alternate 1. The bid amounts for the combined bid (base bid plus bid alternate 1) are as follows:

<u>Contractor</u>	<u>Combined Bid</u>
Hennen Construction Co.	\$ 398,322.50
Friedges Contracting Co.	\$ 399,609.70
Northwest Asphalt, Inc.	\$ 401,385.66
Minger Construction, Inc.	\$ 409,197.80
S.M. Hentges & Sons, Inc.	\$ 421,464.20
Quiring Excavating, LLC	\$ 422,115.00
LaTour Construction, Inc.	\$ 430,846.90
Carl Bolander & Sons, Inc.	\$ 432,630.00
S-K Contracting, Inc.	\$ 438,356.00
Ryan Contracting Co.	\$ 462,621.64
Northdale Construction	\$ 466,254.92
Geislinger & Sons, Inc.	\$ 493,429.71
Burschville Construction, Inc.	\$ 516,643.20
Arcon Construction Co, Inc.	\$ 537,836.87
S. R. Weidema, Inc.	\$ 544,753.73
Kuechle Underground, Inc.	\$ 556,985.16
Eureka Construction, Inc.	\$ 656,017.00
Heselton Construction, LLC	\$ 662,495.00
Nodland Construction Co, Inc.	\$ 737,151.00

Hennen Construction Co. was the low bidder of the combined bid, with a combined bid of \$398,322.50. This combined low bid is \$63,624.50 or 14% less than the Engineer's Estimate of \$461,947.00.

We understand that the City staff recommendation is for the Council to award the project to the low bidder of the base bid plus bid alternate 1. Based on this recommendation and our review and tabulation of the bids received for this project, Hennen Construction Co. is the responsible low bidder for the project.



Kimley-Horn  
and Associates, Inc.

Mr. Scott Thureen, P.E.  
April 22, 2009  
Page 3 of 3

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Eric Fosmo". The signature is fluid and cursive, with a long horizontal stroke at the end.

Eric Fosmo, E.I.T.  
Project Engineer

Enclosure: Bid Tabulation

Copy: File 160509011.3

**Public Hearing to Consider Resolutions Approving Agreements Conveying Easements and Waiving Appeal Rights for Special Assessments and a Resolution Adopting the Final Assessment Roll for Southern Sanitary Sewer System (East Segment) Improvements – City Project No. 2008-11**

Meeting Date: April 27, 2009  
 Item Type: Assessment Hearing  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *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"/>	Special Assessments, Sewer Connection Fund, Closed Bond Fund

**PURPOSE/ACTION REQUESTED**

Consider resolutions approving agreements conveying easements and waiving appeal rights for special assessments and a resolution adopting the final assessment roll for Southern Sanitary Sewer System (East Segment) Improvements – City Project No. 2008-11.

**SUMMARY**

City Project No. 2008-11 was ordered by the Council on March 23, 2009. At that time, staff recommended that the Council bid the project and hold an assessment hearing prior to considering award of a contract for construction. Bids were received on February 26, 2009, with Hennen Construction Co. submitting the low bid of \$398,322.50. The engineer’s estimate was \$461,947.00. The project would be funded by special assessments, the City Sewer Connection Fund, and the Closed Bond Fund. The last regularly scheduled Council meeting for which bids will be valid is June 22, 2009.

Five (5) parcels were originally proposed to be assessed using the following rates.

Sanitary sewer area assessment	\$3,215/acre
Sanitary sewer lateral assessment	\$2,550/acre

The proposed final assessment roll contains the following adjustments, based on the negotiated agreements that are included with this item. The owner of parcel 20-34490-010-01 agreed to an additional lateral assessment of \$30,000, for a total assessment of \$77,388.30. He also provided easements at no cost. The owners of parcel 20-34490-020-01 agreed to an additional lateral assessment of \$15,000, for a total assessment amount of \$155,377.75. The owner of parcel 20-34490-010-00 agreed to an additional lateral assessment of \$15,000, for a total assessment of \$38,463.55. He also provided easements at no cost. The owners of parcel 20-36895-010-01 agreed to a total assessment amount of \$62,231.40 and to provide easements at no cost. The owners of parcel 20-03400-020-77 agreed to provide easements in exchange for no assessments.

The proposed assessment is recommended to be spread over ten years with an interest rate of 5.80 percent.

I recommend adopting three resolutions approving the agreements conveying easements and waiving special assessment appeal rights, one resolution approving an agreement conveying easements, one resolution approving an agreement waiving special assessment appeal rights, and a resolution adopting the final assessment roll for City Project No. 2008-11 – Southern Sanitary Sewer System (East Segment) Improvements. I suggest that the Council take the following steps: open the hearing, close the hearing, approve all of the agreements, adopt the final assessment roll.

SDT/kf

- Attachments:
- Map of properties to be assessed
  - Proposed final assessment roll
  - Memo from City Attorney
  - Agreements conveying easements and waiving special assessment appeal rights (3)
  - Agreement conveying easement
  - Agreement waiving special assessment appeal rights
  - Resolution adopting assessments

**City Project No. 2008-11  
Southern Sanitary Sewer System  
East Segment**

111TH ST E

203689501001

200340002077

203449001000

203449001001

203449002001

117TH ST E

Clark Road

CLARK RD

**CITY OF INVER GROVE HEIGHTS  
SOUTHERN SANITARY SEWER SYSTEM  
EAST SEGMENT IMPROVEMENTS - SOUTHERN SEGMENT  
CITY PROJECT NO. 2008-11**

4/22/2009

**PROPOSED FINAL AREA AND LATERAL ASSESSMENT ROLL**

Sanitary Sewer Area Assessment    \$    3,215.00    per Acre    Total Sanitary Sewer Cost    \$549,700.00  
 Sanitary Sewer Lateral Assessment    \$    2,550.00    per Acre

Parcel #	PID #	Owner	Total Parcel Area (Acre)	NWI Area (Acre)	Lateral Benefiting Area (Acre)	Sanitary Sewer Area Assessment	Sanitary Sewer Lateral Assessment	Total Charges
52	20-36895-010-01	I State Inver Grove Heights, LLC	13.86	0.00	13.86	\$44,559.90	\$17,671.50	\$62,231.40
61	20-03400-020-77	Swift Transportation Co, Inc	25.81		25.81	-	-	-
62	20-34490-020-01	Inver Grover Real Estate Holdings	24.35		24.35	\$78,285.25	\$77,092.50	\$155,377.75
62A	20-34490-010-00	Roger Carlsen	4.07		4.07	\$13,085.05	\$25,378.50	\$38,463.55
62B	20-34490-010-01	Olson Truck Stop Inc	8.22		8.22	\$26,427.30	\$50,961.00	\$77,388.30
<b>Totals</b>			<b>76.31</b>	<b>0.00</b>	<b>76.31</b>	<b>\$162,357.50</b>	<b>\$171,103.50</b>	<b>\$333,461.00</b>

\* Assessment Roll assumes the City Contribution of \$216,239.

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

**RESOLUTION ADOPTING THE ASSESSMENT FOR CITY PROJECT NO. 2008-11 – SOUTHERN SANITARY  
SEWER SYSTEM (EAST SEGMENT) IMPROVEMENTS**

**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. 2008-11 – Southern Sanitary Sewer System (East Segment) Improvements.

**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 2010, and shall bear interest at the rate of five and eight tenths (5.80%) per annum from the date of April 27, 2009. To the first installment shall be added interest from April 27, 2009 to December 31, 2009. To each subsequent 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 27<sup>th</sup> day of April 2009.

AYES:

NAYS:

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

ATTEST:

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

---

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◊\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
DAVID B. GATES  
-  
HAROLD LEVANDER  
1910-1992  
-  
ARTHUR GILLEN  
1919-2005  
-  
◊ ROGER C. MILLER  
1924-2009

**MEMO**

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

---

**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: April 23, 2009**  
**RE: City Project No. 2008-11 – Southern Sanitary Sewer System Improvements – East Segment**

---

**Section 1. Background.** On March 23, 2009, the Inver Grove Heights City Council ordered City Project No. 2008-11, Southern Sanitary Sewer System East Segment Improvements (“the Project”). The Project consists of improvements to extend trunk sanitary sewer to serve properties located south of 111<sup>th</sup> Street East on the east side of T.H. 52.

On April 27, 2009, the Inver Grove Heights City Council will conduct a public hearing to consider levying the special assessments related to construction of the Project.

There are five (5) affected parcels which are proposed to be assessed for the Project. The parcels are owned by the following entities:

1. Swift Transportation Co., Inc.
2. Olson’s Truck Stop, Inc.
3. Roger Carlsen
4. Inver Grove Real Estate Holdings, LLC
5. I-State Inver Grove Heights, LLC

At the time of the improvement hearing, the proposed assessments were:

1. \$115,886.90 – Swift Transportation Co., Inc.
2. \$47,388.30 – Olson’s Truck Stop, Inc.
3. \$23,463.55 – Roger Carlsen
4. \$140,377.75 – Inver Grove Real Estate Holdings, LLC
5. \$62,231.40 – I-State Inver Grove Heights, LLC

Swift Transportation Co., Inc. (Swift) filed an objection to any special assessments due to the fact that Swift had recently spent about \$250,000 to install an on-site sewage treatment facility. Swift took the position that its property received no present benefit from the proposed public system. The Council directed that the consulting engineer (Kimley-Horn) meet with all five (5) landowners to determine whether a financial structure could be negotiated.

From those meetings the following structure emerged:

- Swift Transportation Co., Inc. will grant all necessary easements in exchange for no assessment.
- Olson’s Truck Stop, Inc. will contribute \$30,000 above its proposed assessment.
- Roger Carlsen will contribute \$15,000 above his proposed assessment.
- Inver Grove Real Estate Holdings, LLC will contribute \$15,000 above its proposed assessment.
- I-State Inver Grove Heights, LLC agreed that it will not appeal its proposed assessment of \$62,231.40.
- All agreements are subject to the City agreeing to pay the difference between the total assessments and the Project amount. The Project amount is \$549,700. The assessments ***as revised*** total \$333,461. The difference to be paid by the City is \$216,239.

The financing as now proposed is:

<b>Entity</b>	<b>Assessment Amount</b>	<b>% of Participation</b>
Swift Transportation Co., Inc. Assessment	\$0.00	
Olson’s Truck Stop, Inc. Assessment	\$77,388.30	
Roger Carlsen Assessment	\$38,463.55	
Inver Grove Real Estate Holdings, LLC Assessment	\$155,377.75	
I-State Inver Grove Heights, LLC Assessment	\$62,231.40	
<b>TOTAL ASSESSMENTS</b>	\$333,461	60%
<b>City Participation</b>	\$216,239	40%
<b>Project Costs</b>	\$549,700	100%

**Section 2. Council Action.** The Council is asked to consider five (5) separate resolutions that approve five (5) separate agreements, one for each landowner. All of the landowners have agreed to the agreements. The resolutions and agreements are attached.

The salient terms of the **Swift Transportation Co., Inc.** Agreement are:

- Swift agrees to comply with the terms of the attached Agreement and to convey the Permanent Utility and Drainage Easement and Temporary Construction Easement at the time the Agreement is signed.
- Swift acknowledges that it will not receive monetary compensation from the City for the conveyance of the permanent and temporary easements.
- The City agrees to provide a construction contract for the Project to be awarded by July 13, 2009. If the City does not award a construction contract for the Project on or before July 13, 2009, the City will return the Permanent Utility and Drainage Easement and Temporary Construction Easement to Swift.
- The City agrees not to assess the Swift property for costs related to the Project.

The salient terms of the **Olson's Truck Stop, Inc.** Agreement are:

- Olson's agrees to comply with the terms of the attached Agreement and agrees to execute a Permanent Utility and Drainage Easement at the time the Agreement is signed.
- Olson's consents to the imposition and levying by the City of a sanitary sewer area assessment against its property for the Project in the amount of **\$26,427.30**.
- Olson's consents to the imposition and levying by the City of a sanitary sewer lateral assessment against its property for the Project in the amount of **\$50,961.00**.
- Olson's consents to the imposition and levying by the City of total special assessments against its property for the Project in the amount of **\$77,388.30 (\$26,427.30+ \$50,961.00)**.
- With respect to its property, Olson's waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Olson's waives any objections to the levying of special assessments against its Property up to the amount of **\$77,388.30**.
- With respect to its property, Olson's waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$77,388.30**. Olson's acknowledges that the benefit from the Project at least equals the sum of **\$77,388.30** of the special assessments that the City proposes to levy against its property.
- Olson's is further willing to consent to a special assessment being levied against its Property that is \$30,000.00 more than what otherwise would be calculated by the methodology set forth in the Feasibility Report. Also, in order to lessen objections to the Project from other landowners within the Project that are proposed to be assessed, Olson's is willing to allow the imposition of an increased sanitary sewer lateral special assessments against its property in the amount of \$30,000.00. By allowing the imposition of this additional sanitary sewer lateral special assessment against its property in the amount of \$30,000.00, Olson's is contributing an additional \$30,000.00 toward the cost of the Project in addition to the special assessments against its property that would be

calculable by the methodology set forth in the Feasibility Report. This \$30,000 is included within the \$77,388.30.

- The City agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).
- The City agrees that the amount of the special assessments that will be levied against the Olson's property on April 27, 2009, will be \$77,388.30.

The salient terms of the **Roger Carlsen** Agreement are:

- Carlsen agrees to comply with the terms of the attached Agreement and agrees to execute a Permanent Drainage and Utility Easement and a Temporary Construction Easement at the time the Agreement is signed.
- Carlsen consents to the imposition and levying by the City of a sanitary sewer area assessment against his property for the Project in the amount of **\$13,085.05**.
- Carlsen consents to the imposition and levying by the City of a sanitary sewer lateral assessment against his property for the Project in the amount of **\$25,378.50**.
- Carlsen consents to the imposition and levying by the City of total special assessments against his property for the Project in the amount of **\$38,463.55 (\$13,085.05+ \$25,378.50)**.
- With respect to his property, Carlsen waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Carlsen waives any objections to the levying of special assessments against his Property up to the amount of **\$38,463.55**.
- With respect to his property, Carlsen waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$38,463.55**. Carlsen acknowledges that the benefit from the Project at least equals the sum of **\$38,463.55** of the special assessments that the City proposes to levy against his property.
- Carlsen is further willing to consent to a special assessment being levied against his Property that is \$15,000.00 more than what otherwise would be calculated by the methodology set forth in the Feasibility Report. Also, in order to lessen objections to the Project from other landowners within the Project that are proposed to be assessed, Carlsen is willing to allow the imposition of an increased sanitary sewer lateral special assessments against his property in the amount of \$15,000.00. By allowing the imposition of this additional sanitary sewer lateral special assessment against his property in the amount of \$15,000.00, Carlsen is contributing an additional \$15,000.00 toward the cost of the Project in addition to the special assessments against his property that would be calculable by the methodology set forth in the Feasibility Report. This \$15,000 is included within the \$38,463.55.

- The City agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).
- The City agrees that the amount of the special assessments that will be levied against the Carlsen property on April 27, 2009, will be \$38,463.55.

The salient terms of the **Inver Grove Real Estate Holdings, LLC** Agreement are:

- Inver Grove Real Estate agrees to comply with the terms of the attached Agreement.
- Inver Grove Real Estate consents to the imposition and levying by the City of a sanitary sewer area assessment against its property for the Project in the amount of **\$78,285.25**.
- Inver Grove Real Estate consents to the imposition and levying by the City of a sanitary sewer lateral assessment against its property for the Project in the amount of **\$77,092.50**.
- Inver Grove Real Estate consents to the imposition and levying by the City of total special assessments against its property for the Project in the amount of **\$155,377.75 (\$78,285.25+ \$77,092.50)**.
- With respect to its property, Inver Grove Real Estate waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Inver Grove Real Estate waives any objections to the levying of special assessments against its Property up to the amount of **\$155,377.65**.
- With respect to its property, Inver Grove Real Estate waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$155,377.65**. Inver Grove Real Estate acknowledges that the benefit from the Project at least equals the sum of **\$155,377.65** of the special assessments that the City proposes to levy against its property.
- Inver Grove Real Estate is further willing to consent to a special assessment being levied against its Property that is \$15,000.00 more than what otherwise would be calculated by the methodology set forth in the Feasibility Report. Also, in order to lessen objections to the Project from other landowners within the Project that are proposed to be assessed, Inver Grove Real Estate is willing to allow the imposition of an increased sanitary sewer lateral special assessments against its property in the amount of \$15,000.00. By allowing the imposition of this additional sanitary sewer lateral special assessment against its property in the amount of \$15,000.00, Inver Grove Real Estate is contributing an additional \$15,000.00 toward the cost of the Project in addition to the special assessments against its property that would be calculable by the methodology set forth in the Feasibility Report. This \$15,000 is included within the \$155,377.65

- The City agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).
- The City agrees that the amount of the special assessments that will be levied against the Inver Grove Real Estate property on April 27, 2009, will be \$155,377.75.

The salient terms of the **I-State Inver Grove Heights, LLC** Agreement are:

- I-State agrees to comply with the terms of the attached Agreement and agrees to execute a Temporary Construction Easement at the time the Agreement is signed.
- I-State consents to the imposition and levying by the City of a sanitary sewer area assessment against its property for the Project in the amount of **\$44,559.90**.
- I-State consents to the imposition and levying by the City of a sanitary sewer lateral assessment against its property for the Project in the amount of **\$17,671.50**.
- I-State consents to the imposition and levying by the City of total special assessments against its property for the Project in the amount of **\$62,231.40 (\$44,559.90+ \$17,671.50)**.
- With respect to its property, I-State waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. I-State waives any objections to the levying of special assessments against its Property up to the amount of **\$62,231.40**.
- With respect to its property, I-State waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$62,231.40**. I-State acknowledges that the benefit from the Project at least equals the sum of **\$62,231.40** of the special assessments that the City proposes to levy against its property.
- The City agrees to provide a construction contract for the Project to be awarded by July 13, 2009, which will include the obligation to construct the lateral line extension in the Project. If the City does not award a construction contract for the Project on or before July 13, 2009, the City will return the Temporary Construction Easement to I-State. The lateral line extension means the construction of a certain sanitary sewer lateral service line shown on Exhibit C to the attached Agreement.
- The City agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).
- The City agrees that the amount of the special assessments that will be levied against the I-State property on April 27, 2009, will not exceed \$62,231.40.

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

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

**RESOLUTION APPROVING AN AGREEMENT TO CONVEY EASEMENT BETWEEN  
SWIFT TRANSPORTATION CO., INC. AND THE CITY OF INVER GROVE HEIGHTS  
IN CONNECTION WITH CITY PROJECT NO. 2008-11**

**WHEREAS**, on March 23, 2009, the Inver Grove Heights City Council ordered City Project No. 2008-11, Southern Sanitary Sewer System East Segment Improvements (“the Project”). The Project consists of improvements to extend trunk sanitary sewer to serve properties located south of 111<sup>th</sup> Street East on the east side of T.H. 52.

**WHEREAS**, in order to construct the Project, the City needs various permanent and temporary easement rights from the landowners affected by the Project for purposes of constructing the drainage and utility facilities associated with the Project.

**WHEREAS**, five (5) affected parcels are proposed to be assessed for the Project.

**WHEREAS**, on April 27, 2009, the Inver Grove Heights City Council will conduct a public hearing to consider levying the special assessments related to construction of the Project.

**WHEREAS**, the City is proposing not to specially assess property owned by Swift Transportation Co., Inc. (Swift) in connection with the construction of the Project.

**WHEREAS**, in return for the City agreeing not to specially assess Swift, Swift agrees to convey the necessary easements required to facilitate the Project and further agrees to receive no monetary compensation for the conveyance of said easements to the City.

**WHEREAS**, the City and Swift have negotiated an agreement concerning the easements necessary for construction of the Project.

The salient aspects of the attached Agreement to Convey Easement between Swift Transportation Co., Inc. and the City (the Agreement) are:

- Swift agrees to comply with the terms of the attached Agreement and to convey the Permanent Utility and Drainage Easement and Temporary Construction Easement at the time the Agreement is signed.

- Swift acknowledges that it will not receive monetary compensation from the City for the conveyance of the permanent and temporary easements.
- The City agrees to provide a construction contract for the Project to be awarded by July 13, 2009. If the City does not award a construction contract for the Project on or before July 13, 2009, the City will return the Permanent Utility and Drainage Easement and Temporary Construction Easement to Swift.
- The City agrees not to assess the Swift property for costs related to the Project.

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

1. The Council hereby approves the attached Agreement to Convey Easement between Swift Transportation Co., Inc. and the City of Inver Grove Heights.
2. The Mayor and Deputy City Clerk are authorized to execute the attached Agreement to Convey Easement between Swift Transportation Co., Inc. and the City of Inver Grove Heights.

Adopted by the City Council of Inver Grove Heights the 27<sup>th</sup> day of April, 2009.

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

ATTEST:

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

**AGREEMENT TO CONVEY EASEMENT BETWEEN  
SWIFT TRANSPORTATION CO., INC.  
AND CITY OF INVER GROVE HEIGHTS**

**THIS AGREEMENT** (Agreement) is made, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "IGH"), and **SWIFT TRANSPORTATION CO., INC.**, an Arizona Corporation (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

**1.2 IGH.** "IGH" means the City of Inver Grove Heights, a Minnesota municipal corporation.

**1.3 Landowner.** "Landowner" means **SWIFT TRANSPORTATION CO., INC.**, an Arizona Corporation and its successors and assigns.

**1.4 Property.** "Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

**1.5 Easement.** "Easement" means that certain permanent drainage and utility easement and temporary construction easement, a copy of which is attached hereto and incorporated herein as Exhibit B.

**1.6 Project.** "Project" means City of Inver Grove Heights Project No. 2008-11-Southern Sanitary Sewer East Segment Improvements.

**1.7 Feasibility Report.** "Feasibility Report" means that certain Feasibility Study and Report dated March 2008, amended April 10, 2008, January 22, 2009, and February 23, 2009, prepared for IGH by Kimley-Horn and Associates, Inc., relating to the Project.

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

**Recital No. 1.** Landowner owns the Property. The Property is located in the City of Inver Grove Heights.

**Recital No. 2.** On February 26, 2009, IGH received bids to construct the Project.

**Recital No. 3.** On March 23, 2009, the City Council of IGH held a public hearing pursuant to Minn. Stat. § 429.031 for the purpose of considering whether to order the Project. Prior to the public hearing, IGH received the Feasibility Report.

**Recital No. 4.** On March 23, 2009, the City Council of IGH ordered the Project.

**Recital No. 5.** IGH has not decided whether it will award a contract to construct the Project.

**Recital No. 6.** IGH proposes to hold an assessment hearing on April 27, 2009. IGH will not specially assess the Property for the Project.

**Recital No. 7.** Because of the complexities of financing the Project, IGH does not commit by this Agreement to award a construction contract for the Project.

**Recital No. 8.** The Landowner is willing to convey the Easement to IGH without monetary compensation.

**Recital No. 9.** The Landowner is willing to execute this Agreement in return for IGH awarding a construction contract for the Project. If IGH fails to award a construction contract for the Project by July 13, 2009, this Agreement shall be null and void.

**Recital No. 10.** The Landowner and IGH agree that these Article 2 Recitals are material terms of this Agreement.

### **ARTICLE 3** **CONSIDERATION**

**3.1 Consideration.** The Landowner agrees to: a) comply with the terms of this Agreement, and b) execute the Easement at the time this Agreement is signed. IGH agrees to: a) comply with the terms of this Agreement, b) only record said Easement (at the IGH's expense) after IGH has awarded a construction contract for the Project, c) return said Easement to the Landowner if IGH fails to award a construction contract for the Project on or before July 13, 2009 and d) not assess the Property for costs related to the Project. IGH and Landowner acknowledge and agree that this Agreement constitutes sufficient consideration for the conveyances and promises contained in Articles 3 through 5 and for the waivers contained in Article 6, below.

### **ARTICLE 4** **AGREEMENTS OF LANDOWNER**

**4.1 Familiarization with the Project.** Landowner acknowledges and agrees that it has reviewed the Feasibility Report for the Project and has familiarized itself with the Project.

**4.2 Temporary and Permanent Utility and Drainage Easement.** Landowner will execute Exhibit B and deliver Exhibit B to IGH upon the execution of this Agreement. If IGH awards the construction contract for the Project then Landowner agrees that, provided the Property is not specially assessed for the Project, IGH may record the Easement. If IGH fails to award the construction contract for the Project on or before July 13, 2009, then IGH agrees to return the Easement to the Landowner and this Agreement shall be null and void.

### **ARTICLE 5** **AGREEMENTS OF IGH**

**5.1 No Special Assessments will be levied against the Property for the Project.** IGH agrees that, in consideration for Landowners' execution and delivery of the Easement attached as Exhibit B, no special assessments for the Project will be levied against the Property provided the construction contract for the Project is awarded on or before July 13, 2009.

**5.2 Agreement Void if Construction Contract or Project Not Awarded.** IGH agrees that if a construction contract for the Project is not awarded on or before July 13, 2009, IGH will return said Easement to the Landowner and this Agreement shall be null and void.

**ARTICLE 6**  
**MISCELLANEOUS**

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

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

**6.3 Headings.** The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**6.4 Severability.** The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

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

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

**6.7 Notice To Property Buyers.** The Landowner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Landowner sells any interest in the Property following the execution of this Agreement and prior to the award of the Project contract by IGH.

**6.8 Recording.** Provided IGH awards the construction contract for the Project, IGH may record this Agreement at IGH's expense.

**6.9 Waiver.** Excluding any action, cause of action, suit, right, claim or demand based on or arising out of the failure of IGH or Landowner to comply with the terms and conditions of this Agreement or the Easement attached as Exhibit B, IGH and Landowners, for themselves, their successors and assigns of any Property interest, and for anyone claiming to be acting on their behalf, do hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, whether or not well-founded in fact or in law, arising out of landowner's conveyance of the Easement to IGH for the Project. This waiver shall become effective upon the recording of the Easement attached as Exhibit B.

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

**IN TESTIMONY WHEREOF**, the Landowner and IGH have caused this Agreement to be executed as of the day and year first above written.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

All that part of the Southwest Quarter of the Northeast Quarter of Section 34, Township 27, Range 22, Dakota County, Minnesota, lying north and east of the northeasterly right of way line of the Great Northern Oil Branch Railroad, east of the right of way line of State Trunk Highway Nos. 52, 55 and 56 platted as MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-141, recorded as Document Nos. 479429 (Torrens) and 1952097 (Abstract), and west of the west line of the east 150.00 feet of said Southwest Quarter of the Northeast Quarter of Section 34.

(Abstract Property)

EXHIBIT B

PERMANENT UTILITY AND DRAINAGE EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT

PERMANENT UTILITY AND DRAINAGE EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between **Swift Transportation Co., Inc.**, an Arizona Corporation, hereinafter referred to as the "Landowner" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter "Landowner's Property")**.

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to him in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter "**Permanent Easement**") below the ground surface level within that real property identified and legally described on **Exhibit B**, (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference. Notwithstanding the foregoing, the rights granted by this permanent easement shall also include the right to construct, install, place and all such purposes ancillary, incident or related thereto, a manhole or manholes with a manhole cover or cover(s) at the earth's surface within that real property identified and legally described on **Exhibit B**; and

- 2.) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on **October 31, 2010**.

**The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of:**

- a. **any sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, all of which shall be located below the ground surface level and within the Permanent Easement Area; and**
- b. **Notwithstanding the foregoing, the rights granted by this permanent easement shall also include the right to construct, install, place and all such purposes ancillary, incident or related thereto, a manhole or manholes with a manhole cover or cover(s) at the ground surface level within the Permanent Easement Area.**

The Permanent Easement rights granted herein shall also include the City's right to repair and reconstruct existing access driveways over the Permanent Easement Area.

#### **EXEMPT FROM STATE DEED TAX**

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, manholes, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and

- e.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- f.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- g.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- h.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

After any exercise of the rights granted under this Easement, the City shall promptly restore the Permanent or Temporary Easement Areas or both to the same condition as existed immediately before the date of this Easement, including but not limited to the replacement, on a substantially equivalent basis, of any damaged or destroyed landscaping. The City shall promptly remove all earth or other material excavated from the Permanent or Temporary Easement Areas to a location other than the Permanent and Temporary Easement Areas.

The City shall indemnify and hold Landowner, its tenants, successors and assigns, harmless from and against any loss, action, cause of action, claim, liability or expense, including attorney's fees and costs, arising in any way from the City's use of the Permanent and Temporary Easement Areas, or exercise of its rights under this Easement subject to any applicable governmental immunity defenses of the City and the maximum liability limits (as applicable) provided by Minnesota Statute, Chapter 466.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent or Temporary Easement Areas or the Landowner's Property prior to the date hereof.

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

The Landowner, for himself and his successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that he is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent and Temporary Easement Areas described on Exhibit B and has good right to grant and convey the Permanent and Temporary Easements herein to the City.

**[Remainder of page intentionally left blank]**

**IN TESTIMONY WHEREOF**, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

***City of Inver Grove Heights***

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

**ATTEST:**

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

STATE OF MINNESOTA    )  
  )  
  )     ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

All that part of the Southwest Quarter of the Northeast Quarter of Section 34, Township 27, Range 22, Dakota County, Minnesota, lying north and east of the northeasterly right of way line of the Great Northern Oil Branch Railroad, east of the right of way line of State Trunk Highway Nos. 52, 55 and 56 platted as MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-141, recorded as Document Nos. 479429 (Torrens) and 1952097 (Abstract), and west of the west line of the east 150.00 feet of said Southwest Quarter of the Northeast Quarter of Section 34.

(Abstract Property)

**EXHIBIT B**

**LEGAL DESCRIPTION OF EASEMENT AREAS**

A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto**, below the ground surface level within the west 15.00 feet of **Landowner's Property** (as described in Exhibit A). Notwithstanding the foregoing, the rights granted herein shall also include the right to construct, install, place and all such purposes ancillary, incident or related thereto, a manhole or manholes with a manhole cover or cover(s) at the earth's surface within the west 15.00 feet of **Landowner's Property**.

**Containing 12,983.67 Sq. Ft., 0.30 Acres.**

Together with a:

A **temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** over, under, across, through and upon the east 10.00 feet of the west 25.00 feet of **Landowner's Property** (as described in Exhibit A).

**Containing 8,659.84 Sq. Ft., 0.20 Acres.**

Said Temporary Easement shall expire on October 31, 2010.

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

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

**RESOLUTION APPROVING A CONVEYANCE OF EASEMENT AND SPECIAL  
ASSESSMENT WAIVER AGREEMENT BETWEEN OLSON'S TRUCK STOP, INC.  
AND THE CITY OF INVER GROVE HEIGHTS  
IN CONNECTION WITH CITY PROJECT NO. 2008-11**

**WHEREAS**, on March 23, 2009, the Inver Grove Heights City Council ordered City Project No. 2008-11, Southern Sanitary Sewer System East Segment Improvements ("the Project"). The Project consists of improvements to extend trunk sanitary sewer to serve properties located south of 111<sup>th</sup> Street East on the east side of T.H. 52.

**WHEREAS**, in order to construct the Project, the City needs various permanent and temporary easement rights from the landowners affected by the Project for purposes of constructing the drainage and utility facilities associated with the Project.

**WHEREAS**, five (5) affected parcels are proposed to be assessed for the Project.

**WHEREAS**, on April 27, 2009, the Inver Grove Heights City Council will conduct a public hearing to consider levying the special assessments related to construction of the Project.

**WHEREAS**, the City is proposing to specially assess property owned by Olson's Truck Stop, Inc. (Olson's) in the amount of \$77,388.30 in connection with the construction of the Project.

**WHEREAS**, Olson's desires that the City proceed to construct the Project and acknowledges that its property will be benefited by the Project.

**WHEREAS**, the City and Olson's have negotiated an agreement concerning the easements necessary for construction of the Project and for the special assessments related to the Project.

The salient aspects of the attached Conveyance of Easement and Special Assessment Waiver Agreement between Olson's and the City (the Agreement) are:

- Olson's agrees to comply with the terms of the attached Agreement and agrees to execute a Permanent Utility and Drainage Easement at the time the Agreement is signed.
- Olson's consents to the imposition and levying by the City of a sanitary sewer area assessment against its property for the Project in the amount of **\$26,427.30**.

- Olson's consents to the imposition and levying by the City of a sanitary sewer lateral assessment against its property for the Project in the amount of **\$50,961.00**.
- Olson's consents to the imposition and levying by the City of total special assessments against its property for the Project in the amount of **\$77,388.30 (\$26,427.30+ \$50,961.00)**.
- With respect to its property, Olson's waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Olson's waives any objections to the levying of special assessments against its Property up to the amount of **\$77,388.30**.
- With respect to its property, Olson's waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$77,388.30**. Olson's acknowledges that the benefit from the Project at least equals the sum of **\$77,388.30** of the special assessments that the City proposes to levy against its property.
- Olson's is further willing to consent to a special assessment being levied against its Property that is \$30,000.00 more than what otherwise would be calculated by the methodology set forth in the Feasibility Report. Also, in order to lessen objections to the Project from other landowners within the Project that are proposed to be assessed, Olson's is willing to allow the imposition of an increased sanitary sewer lateral special assessments against its property in the amount of \$30,000.00. By allowing the imposition of this additional sanitary sewer lateral special assessment against its property in the amount of \$30,000.00, Olson's is contributing an additional \$30,000.00 toward the cost of the Project in addition to the special assessments against its property that would be calculable by the methodology set forth in the Feasibility Report. This \$30,000 is included within the \$77,388.30.
- The City agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).
- The City agrees that the amount of the special assessments that will be levied against the Olson's property on April 27, 2009, will be \$77,388.30.

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

1. The Council hereby approves the attached Conveyance of Easement and Special Assessment Waiver Agreement between Olson's Truck Stop, Inc. and the City of Inver Grove Heights.
2. The Council also approves the attached Permanent Utility and Drainage Easement Agreement between Olson's Truck Stop, Inc. and the City of Inver Grove Heights.

3. The Mayor and Deputy City Clerk are authorized to execute the attached Conveyance of Easement and Special Assessment Waiver Agreement between Olson's Truck Stop, Inc. and the City of Inver Grove Heights.
4. The Mayor and Deputy City Clerk are authorized to execute the attached Permanent Utility and Drainage Easement Agreement between Olson's Truck Stop, Inc. and the City of Inver Grove Heights.

Adopted by the City Council of Inver Grove Heights the 27<sup>th</sup> day of April, 2009.

---

George Tourville, Mayor

ATTEST:

---

Melissa Rheume, Deputy City Clerk

**CONVEYANCE OF EASEMENT AND  
SPECIAL ASSESSMENT WAIVER AGREEMENT BETWEEN  
OLSON'S TRUCK STOP, INC.  
AND CITY OF INVER GROVE HEIGHTS**

**THIS CONVEYANCE AND WAIVER AGREEMENT** (Agreement) is made, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "IGH"), and **OLSON'S TRUCK STOP, INC.**, a Minnesota corporation (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

**1.2 IGH.** "IGH" means the City of Inver Grove Heights, a Minnesota municipal corporation.

**1.3 Landowner.** "Landowner" means **OLSON'S TRUCK STOP, INC.**, a Minnesota corporation, and its successors and assigns.

**1.4 Property.** "Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

**1.5 Easement.** "Easement" means that certain permanent drainage and utility easement, a copy of which is attached hereto and incorporated herein as Exhibit B.

**1.6 Project.** "Project" means City of Inver Grove Heights Project No. 2008-11-Southern Sanitary Sewer East Segment Improvements.

**1.7 Feasibility Report.** "Feasibility Report" means that certain Feasibility Study and Report dated March 2008, amended April 10, 2008, January 22, 2009, and February 23, 2009, prepared for IGH by Kimley-Horn and Associates, Inc., relating to the Project.

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

**Recital No. 1.** Landowner owns the Property. The Property is located in the City of Inver Grove Heights.

**Recital No. 2.** On February 26, 2009, IGH received bids to construct the Project.

**Recital No. 3.** On March 23, 2009, the City Council of IGH held a public hearing pursuant to Minn. Stat. § 429.031 for the purpose of considering whether to order the Project. Prior to the public hearing, IGH received the Feasibility Report.

**Recital No. 4.** On March 23, 2009, the City Council of IGH ordered the Project.

**Recital No. 5.** IGH has not decided whether it will award a contract to construct the Project.

**Recital No. 6.** IGH proposes to hold an assessment hearing on April 27, 2009. IGH proposes to specially assess the Property the sum of **\$77,388.30**.

**Recital No. 7.** Landowner desires that IGH proceed to construct the Project. Landowner acknowledges that the Property will be benefited by the Project. To induce IGH to give favorable consideration to awarding a contract for the Project, Landowner is willing to waive any special assessment appeal rights relating to the Property up to the amounts set forth in this Agreement. Landowner is further willing to consent to a special assessment being levied against the Property that is \$30,000.00 more than what otherwise would be calculated by the methodology set forth in the Feasibility Report. Also, in order to lessen objections to the Project from other landowners within the Project that are proposed to be assessed, Landowner is willing to allow the imposition of an increased sanitary sewer lateral special assessments against the Property in the amount of \$30,000.00. By allowing the imposition of this additional sanitary sewer lateral special assessment against the Property in the amount of \$30,000.00, Landowner is contributing an additional \$30,000.00 toward the cost of the Project in addition to the special assessments against the Property that would be calculable by the methodology set forth in the Feasibility Report.

**Recital No. 8.** Because of the complexities of financing the Project, IGH does not commit by this Agreement to award a construction contract for the Project, but IGH is willing to agree that any special assessments against the Property will be spread over a period of not less than ten (10) annual installments at an interest rate that does not exceed six percent (6.0%).

**Recital No. 9.** To further allow IGH to favorably consider awarding a contract for the Project, Landowner is willing to grant IGH the Easement over a portion of the Property for the Project.

**Recital No. 10.** The Landowner is also willing to convey the Easement to IGH without monetary compensation paid therefore in return for IGH awarding a construction contract for the Project.

**Recital No. 11.** The Landowner is willing to execute this Agreement in return for IGH awarding a construction contract for the Project. If IGH fails to award a construction contract for the Project by July 13, 2009, this Agreement shall be null and void.

**Recital No. 12.** The Landowner and IGH agree that these Article 2 Recitals are material terms of this Agreement.

### **ARTICLE 3** **CONSIDERATION**

**3.1 Consideration.** The Landowner agrees to: a) comply with the terms of this Agreement, and b) execute the Easement at the time this Agreement is signed. IGH agrees to: a) only record said Easement (at the IGH's expense) after IGH has awarded a construction contract for the Project, and b) return said Easement to the Landowner if IGH fails to award a construction contract for the Project on or before July 13, 2009. Landowner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

### **ARTICLE 4** **AGREEMENTS OF LANDOWNER**

**4.1 Waiver of Special Assessment Appeal Rights – Property.** Landowner acknowledges and agrees that it has reviewed the Feasibility Report for the Project and has familiarized itself with the Project. Landowner agrees that the Property will receive a benefit from the Project in at least the amount of **\$77,388.30**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer area assessment against the Property for the Project in the amount of **\$26,427.30**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer lateral assessment against the Property for the Project in the amount of **\$50,961.00**. Landowner hereby consents to the imposition and levying by IGH of total special assessments against the Property for the Project in the amount of **\$77,388.30 (\$26,427.30 + \$50,961.00)**.

With respect to the Property, Landowner waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Landowner waives any objections to the levying of special assessments against the Property up to the amount of **\$77,388.30**. With respect to the Property, Landowner waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$77,388.30**. Landowner acknowledges that the benefit from the Project at least equals the sum of **\$77,388.30** of the special assessments that IGH proposes to levy against the Property.

Landowner agrees that the waivers made above are continuing and irrevocable and are made knowingly and voluntarily by Landowner.

**4.2 Permanent Utility and Drainage Easement.** Landowner will execute Exhibit B and deliver Exhibit B to IGH upon the execution of this Agreement. If IGH awards the construction contract for the Project then Landowner agrees that, without payment from IGH, IGH may record the Easement.

**4.3 Waiver.** For good and valuable consideration, the Landowner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against IGH, arising out of the Landowner's voluntary conveyance of the Easement to IGH in consideration for the Project. This waiver shall become effective upon the recording of the Easement shown in Exhibit B.

## **ARTICLE 5** **AGREEMENTS OF IGH**

**5.1 Installments of Special Assessments.** IGH agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).

**5.2 Special Assessments Will Not Be Levied if Project Not Awarded.** IGH agrees that if the Project is not awarded, the Landowner will have no obligation to pay the special assessments for the Project and the special assessments for the Project levied on or about April 27, 2009, will be cancelled and not certified to Dakota County for payment.

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

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

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

**6.3 Headings.** The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**6.4 Severability.** The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

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

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

**6.7 Notice To Property Buyers.** The Landowner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Landowner sells any interest in the Property following the execution of this Agreement and prior to the award of the Project contract by IGH.

**6.8 Recording.** Provided IGH awards the construction contract for the Project, IGH may record this Agreement at IGH's expense.

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

**IN TESTIMONY WHEREOF**, the Landowner and IGH have caused this Agreement to be executed as of the day and year first above written.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

STATE OF MINNESOTA    )  
  )     ss.  
COUNTY OF DAKOTA     )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

**Lot 1, Block 1, IGH Addition,** according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Torrens Property)

**EXHIBIT B**

**PERMANENT UTILITY AND DRAINAGE EASEMENT**

**PERMANENT UTILITY AND DRAINAGE EASEMENT**

THIS EASEMENT, made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between **Olson's Truck Stop, Inc.**, a Minnesota corporation, hereinafter referred to as the "Landowner" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter "Landowner's Property")**.

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) **A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement")** under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference; and

**The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public street, ingress or egress easement area, emergency access easement area, sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.**

**EXEMPT FROM STATE DEED TAX**

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and has good right to grant and convey the Permanent Easement described herein to the City.

**[Remainder of Page Intentionally Left Blank]**

**IN TESTIMONY WHEREOF**, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

***Olson's Truck Stop, Inc.***

***City of Inver Grove Heights***

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

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

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

**ATTEST:**

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

**Lot 1, Block 1, IGH Addition**, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Torrens Property)

**EXHIBIT B**

**LEGAL DESCRIPTION OF EASEMENT AREAS**

A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto**, over, under, across, through and upon that part of Lot 1, Block 1, IGH Addition lying 15.00 feet southerly and parallel to a line drawn 10.00 feet southerly and parallel to the following described line: Beginning at the northwest corner of said Lot 1, Block 1; thence southeasterly along the northerly line of said Lot 1, Block 1 on an assumed bearing South 78 degrees 33 minutes 10 seconds East 257.24 feet and there terminating; and lying easterly of the following described line: Beginning at the northwest corner of said Lot 1, Block 1; thence southeasterly along the northerly line of said Lot 1, Block 1 on an assumed bearing South 78 degrees 33 minutes 10 seconds East 13.88 feet to the point of beginning; thence South 2 degrees 31 minutes 29 seconds East 113.13 feet and there terminating.

Containing 3,585.13 Sq. Ft., 0.08 Acres.

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

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

**RESOLUTION APPROVING A CONVEYANCE OF EASEMENT AND SPECIAL  
ASSESSMENT WAIVER AGREEMENT BETWEEN ROGER CARLSEN  
AND THE CITY OF INVER GROVE HEIGHTS  
IN CONNECTION WITH CITY PROJECT NO. 2008-11**

**WHEREAS**, on March 23, 2009, the Inver Grove Heights City Council ordered City Project No. 2008-11, Southern Sanitary Sewer System East Segment Improvements (“the Project”). The Project consists of improvements to extend trunk sanitary sewer to serve properties located south of 111<sup>th</sup> Street East on the east side of T.H. 52.

**WHEREAS**, in order to construct the Project, the City needs various permanent and temporary easement rights from the landowners affected by the Project for purposes of constructing the drainage and utility facilities associated with the Project.

**WHEREAS**, five (5) affected parcels are proposed to be assessed for the Project.

**WHEREAS**, on April 27, 2009, the Inver Grove Heights City Council will conduct a public hearing to consider levying the special assessments related to construction of the Project.

**WHEREAS**, the City is proposing to specially assess property owned by Roger Carlsen (Carlsen) in the amount of \$38,463.55 in connection with the construction of the Project.

**WHEREAS**, Carlsen desires that the City proceed to construct the Project and acknowledges that his property will be benefited by the Project.

**WHEREAS**, the City and Carlsen have negotiated an agreement concerning the easements necessary for construction of the Project and for the special assessments related to the Project.

The salient aspects of the attached Conveyance of Easement and Special Assessment Waiver Agreement between Carlsen and the City (the Agreement) are:

- Carlsen agrees to comply with the terms of the attached Agreement and agrees to execute a Permanent Drainage and Utility Easement and a Temporary Construction Easement at the time the Agreement is signed.
- Carlsen consents to the imposition and levying by the City of a sanitary sewer area assessment against his property for the Project in the amount of **\$13,085.05**.

- Carlsen consents to the imposition and levying by the City of a sanitary sewer lateral assessment against his property for the Project in the amount of **\$25,378.50**.
- Carlsen consents to the imposition and levying by the City of total special assessments against his property for the Project in the amount of **\$38,463.55 (\$13,085.05+ \$25,378.50)**.
- With respect to his property, Carlsen waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Carlsen waives any objections to the levying of special assessments against his Property up to the amount of **\$38,463.55**.
- With respect to his property, Carlsen waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$38,463.55**. Carlsen acknowledges that the benefit from the Project at least equals the sum of **\$38,463.55** of the special assessments that the City proposes to levy against his property.
- Carlsen is further willing to consent to a special assessment being levied against his Property that is \$15,000.00 more than what otherwise would be calculated by the methodology set forth in the Feasibility Report. Also, in order to lessen objections to the Project from other landowners within the Project that are proposed to be assessed, Carlsen is willing to allow the imposition of an increased sanitary sewer lateral special assessments against his property in the amount of \$15,000.00. By allowing the imposition of this additional sanitary sewer lateral special assessment against his property in the amount of \$15,000.00, Carlsen is contributing an additional \$15,000.00 toward the cost of the Project in addition to the special assessments against his property that would be calculable by the methodology set forth in the Feasibility Report. This \$15,000 is included within the \$38,463.55.
- The City agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).
- The City agrees that the amount of the special assessments that will be levied against the Carlsen property on April 27, 2009, will be \$38,463.55.

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

1. The Council hereby approves the attached Conveyance of Easement and Special Assessment Waiver Agreement between Roger Carlsen and the City of Inver Grove Heights.
2. The Council also approves the attached Permanent Utility and Drainage Easement and Temporary Construction Easement Agreement between Roger Carlsen and the City of Inver Grove Heights.

3. The Mayor and Deputy City Clerk are authorized to execute the attached Conveyance of Easement and Special Assessment Waiver Agreement between Roger Carlsen and the City of Inver Grove Heights.
4. The Mayor and Deputy City Clerk are authorized to execute the attached Permanent Utility & Drainage Easement and Temporary Construction Easement Agreement between Roger Carlsen and the City of Inver Grove Heights.

Adopted by the City Council of Inver Grove Heights the 27<sup>th</sup> day of April, 2009.

---

George Tourville, Mayor

ATTEST:

---

Melissa Rheume, Deputy City Clerk

**CONVEYANCE OF EASEMENT AND  
SPECIAL ASSESSMENT WAIVER AGREEMENT BETWEEN  
ROGER CARLSEN  
AND CITY OF INVER GROVE HEIGHTS**

**THIS CONVEYANCE AND WAIVER AGREEMENT** (Agreement) is made, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "IGH"), and **ROGER CARLSEN**, a single person (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

**1.2 IGH.** "IGH" means the City of Inver Grove Heights, a Minnesota municipal corporation.

**1.3 Landowner.** "Landowner" means **ROGER CARLSEN**, a single person, and his successors and assigns.

**1.4 Property.** "Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

**1.5 Easement.** "Easement" means that certain permanent drainage and utility easement and temporary construction easement, a copy of which is attached hereto and incorporated herein as Exhibit B.

**1.6 Project.** "Project" means City of Inver Grove Heights Project No. 2008-11-Southern Sanitary Sewer East Segment Improvements.

**1.7 Feasibility Report.** "Feasibility Report" means that certain Feasibility Study and Report dated March 2008, amended April 10, 2008, January 22, 2009, and February 23, 2009, prepared for IGH by Kimley-Horn and Associates, Inc., relating to the Project.

**ARTICLE 2**  
**RECITALS**

**Recital No. 1.** Landowner owns the Property. The Property is located in the City of Inver Grove Heights.

**Recital No. 2.** On February 26, 2009, IGH received bids to construct the Project.

**Recital No. 3.** On March 23, 2009, the City Council of IGH held a public hearing pursuant to Minn. Stat. § 429.031 for the purpose of considering whether to order the Project. Prior to the public hearing, IGH received the Feasibility Report.

**Recital No. 4.** On March 23, 2009, the City Council of IGH ordered the Project.

**Recital No. 5.** IGH has not decided whether it will award a contract to construct the Project.

**Recital No. 6.** IGH proposes to hold an assessment hearing on April 27, 2009. IGH proposes to specially assess the Property the sum of **\$38,463.55**.

**Recital No. 7.** Landowner desires that IGH proceed to construct the Project. Landowner acknowledges that the Property will be benefited by the Project. To induce IGH to give favorable consideration to awarding a contract for the Project, Landowner is willing to waive any special assessment appeal rights relating to the Property up to the amounts set forth in this Agreement. Landowner is further willing to consent to a special assessment being levied against the Property that is \$15,000.00 more than what otherwise would be calculated by the methodology set forth in the Feasibility Report. Also, in order to lessen objections to the Project from other landowners within the Project that are proposed to be assessed, Landowner is willing to allow the imposition of an increased sanitary sewer lateral special assessments against the Property in the amount of \$15,000.00. By allowing the imposition of this additional sanitary sewer lateral special assessment against the Property in the amount of \$15,000.00, Landowner is contributing an additional \$15,000.00 toward the cost of the Project in addition to the special

assessments against the Property that would be calculable by the methodology set forth in the Feasibility Report.

**Recital No. 8.** Because of the complexities of financing the Project, IGH does not commit by this Agreement to award a construction contract for the Project, but IGH is willing to agree that any special assessments against the Property will be spread over a period of not less than ten (10) annual installments at an interest rate that does not exceed six percent (6.0%).

**Recital No. 9.** To further allow IGH to favorably consider awarding a contract for the Project, Landowner is willing to grant IGH the Easement over a portion of the Property for the Project.

**Recital No. 10.** The Landowner is also willing to convey the Easement to IGH without monetary compensation paid therefore in return for IGH awarding a construction contract for the Project.

**Recital No. 11.** The Landowner is willing to execute this Agreement in return for IGH awarding a construction contract for the Project. If IGH fails to award a construction contract for the Project by July 13, 2009, this Agreement shall be null and void.

**Recital No. 12.** The Landowner and IGH agree that these Article 2 Recitals are material terms of this Agreement.

### **ARTICLE 3** **CONSIDERATION**

**3.1 Consideration.** The Landowner agrees to: a) comply with the terms of this Agreement, and b) execute the Easement at the time this Agreement is signed. IGH agrees to: a) only record said Easement (at the IGH's expense) after IGH has awarded a construction contract for the Project, and b) return said Easement to the Landowner if IGH fails to award a construction contract for the Project on or before July 13, 2009. Landowner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

### **ARTICLE 4** **AGREEMENTS OF LANDOWNER**

**4.1 Waiver of Special Assessment Appeal Rights – Property.** Landowner acknowledges and agrees that it has reviewed the Feasibility Report for the Project and has familiarized itself with the Project. Landowner agrees that the Property will receive a benefit from the Project in at least the amount of **\$38,463.55**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer area assessment against the Property for the Project in the amount of **\$13,085.05**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer lateral assessment against the Property for the Project in the amount of **\$25,378.50**.

Landowner hereby consents to the imposition and levying by IGH of total special assessments against the Property for the Project in the amount of **\$38,463.55 (\$13,085.05 + \$25,378.50)**.

With respect to the Property, Landowner waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Landowner waives any objections to the levying of special assessments against the Property up to the amount of **\$38,463.55**. With respect to the Property, Landowner waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$38,463.55**. Landowner acknowledges that the benefit from the Project at least equals the sum of **\$38,463.55** of the special assessments that IGH proposes to levy against the Property.

Landowner agrees that the waivers made above are continuing and irrevocable and are made knowingly and voluntarily by Landowner.

**4.2 Temporary and Permanent Utility and Drainage Easement.** Landowner will execute Exhibit B and deliver Exhibit B to IGH upon the execution of this Agreement. If IGH awards the construction contract for the Project then Landowner agrees that, without payment from IGH, IGH may record the Easement.

**4.3 Waiver.** For good and valuable consideration, the Landowner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against IGH, arising out of the Landowner's voluntary conveyance of the Easement to IGH in consideration for the Project. This waiver shall become effective upon the recording of the Easement shown in Exhibit B.

## **ARTICLE 5** **AGREEMENTS OF IGH**

**5.1 Installments of Special Assessments.** IGH agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).

**5.2 Special Assessments Will Not Be Levied if Project Not Awarded.** IGH agrees that if the Project is not awarded, the Landowner will have no obligation to pay the special assessments for the Project and the special assessments for the Project levied on or about April 27, 2009, will be cancelled and not certified to Dakota County for payment.

**ARTICLE 6**  
**MISCELLANEOUS**

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

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

**6.3 Headings.** The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**6.4 Severability.** The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

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

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

**6.7 Notice To Property Buyers.** The Landowner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Landowner sells any interest in the Property following the execution of this Agreement and prior to the award of the Project contract by IGH.

**6.8 Recording.** Provided IGH awards the construction contract for the Project, IGH may record this Agreement at IGH's expense.

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

**IN TESTIMONY WHEREOF**, the Landowner and IGH have caused this Agreement to be executed as of the day and year first above written.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

STATE OF MINNESOTA    )  
  )     ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

[Signature page for Roger Carlsen to Conveyance and Waiver Agreement]

**Roger Carlsen**

\_\_\_\_\_  
Roger Carlsen

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )        ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public within and for said County, personally appeared **Roger Carlsen**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed

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

**This instrument was drafted by:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831

**After recording, please return to:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

**Outlot A, IGH Addition**, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Part Abstract Property)

(Part Torrens Property)

EXHIBIT B

PERMANENT UTILITY AND DRAINAGE EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT

PERMANENT UTILITY AND DRAINAGE EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between **Roger Carlsen**, a single person, hereinafter referred to as the "Landowner" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter "Landowner's Property")**.

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to him in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter "**Permanent Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference; and
- 2.) A **temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**")

attached hereto and incorporated herein by reference. The Temporary Easement shall expire on **October 31, 2010**.

**The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public street, ingress or egress easement area, emergency access easement area, sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.**

#### **EXEMPT FROM STATE DEED TAX**

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and
- e.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- f.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- g.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and

h.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent or Temporary Easement Areas or the Landowner's Property prior to the date hereof.

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

The Landowner, for himself and his successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that he is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent and Temporary Easement Areas described on Exhibit B and has good right to grant and convey the Permanent and Temporary Easements herein to the City.

**IN TESTIMONY WHEREOF**, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

***Roger Carlsen***

***City of Inver Grove Heights***

\_\_\_\_\_  
Roger Carlsen

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

**ATTEST:**

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

**Outlot A, IGH Addition**, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Part Abstract Property)

(Part Torrens Property)

**EXHIBIT B**

**LEGAL DESCRIPTION OF EASEMENT AREAS**

A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto**, over, under, across, through and upon that part of Outlot A, IGH Addition lying 15.00 feet northerly and parallel to the following described line: Beginning at the southwest corner of said Outlot A; thence southeasterly along the southerly line of said Outlot A on an assumed bearing South 78 degrees 33 minutes 10 seconds East 257.24 feet and there terminating; and lying easterly of the following described line: Beginning at the southwest corner of said Outlot A; thence southeasterly along the southerly line of said Outlot A on an assumed bearing South 78 degrees 33 minutes 10 seconds East 13.88 feet to the point of beginning; thence North 2 degrees 31 minutes 29 seconds West 48.77 feet and there terminating.

Containing 3,678.44 Sq. Ft., 0.08 Acres.

Together with a:

A **temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** over, under, across, through and upon that part of Outlot A, IGH Addition lying 15.00 feet northerly and parallel to a line drawn 15.00 feet northerly and parallel to the following described line: Beginning at the southwest corner of said Outlot A; thence southeasterly along the southerly line of said Outlot A on an assumed bearing South 78 degrees 33 minutes 10 seconds East 257.24 feet and there terminating; and lying easterly of the following described line: Beginning at the southwest corner of said Outlot A; thence southeasterly along the southerly line of said Outlot A on an assumed bearing South 78 degrees 33 minutes 10 seconds East 13.88 feet to the point of beginning; thence North 2 degrees 31 minutes 29 seconds West 48.77 feet and there terminating.

Containing 3,734.42 Sq. Ft., 0.09 Acres.

Said Temporary Easement shall expire on **October 31, 2010**.

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

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

**RESOLUTION APPROVING A SPECIAL ASSESSMENT WAIVER AGREEMENT  
BETWEEN INVER GROVE REAL ESTATE HOLDINGS, LLC  
AND THE CITY OF INVER GROVE HEIGHTS  
IN CONNECTION WITH CITY PROJECT NO. 2008-11**

**WHEREAS**, on March 23, 2009, the Inver Grove Heights City Council ordered City Project No. 2008-11, Southern Sanitary Sewer System East Segment Improvements (“the Project”). The Project consists of improvements to extend trunk sanitary sewer to serve properties located south of 111<sup>th</sup> Street East on the east side of T.H. 52.

**WHEREAS**, five (5) affected parcels are proposed to be assessed for the Project.

**WHEREAS**, on April 27, 2009, the Inver Grove Heights City Council will conduct a public hearing to consider levying the special assessments related to construction of the Project.

**WHEREAS**, the City is proposing to specially assess property owned by Inver Grove Real Estate Holdings, LLC (Inver Grove Real Estate) in the amount of \$155,377.75 in connection with the construction of the Project.

**WHEREAS**, Inver Grove Real Estate desires that the City proceed to construct the Project and acknowledges that its property will be benefited by the Project.

**WHEREAS**, the City and Inver Grove Real Estate have negotiated an agreement concerning the special assessments related to the Project.

The salient aspects of the attached Special Assessment Waiver Agreement between Inver Grove Real Estate and the City (the Agreement) are:

- Inver Grove Real Estate agrees to comply with the terms of the attached Agreement.
- Inver Grove Real Estate consents to the imposition and levying by the City of a sanitary sewer area assessment against its property for the Project in the amount of **\$78,285.25**.
- Inver Grove Real Estate consents to the imposition and levying by the City of a sanitary sewer lateral assessment against its property for the Project in the amount of **\$77,092.50**.

- Inver Grove Real Estate consents to the imposition and levying by the City of total special assessments against its property for the Project in the amount of **\$155,377.75 (\$78,285.25+ \$77,092.50)**.
- With respect to its property, Inver Grove Real Estate waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Inver Grove Real Estate waives any objections to the levying of special assessments against its Property up to the amount of **\$155,377.65**.
- With respect to its property, Inver Grove Real Estate waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$155,377.65**. Inver Grove Real Estate acknowledges that the benefit from the Project at least equals the sum of **\$155,377.65** of the special assessments that the City proposes to levy against its property.
- Inver Grove Real Estate is further willing to consent to a special assessment being levied against its Property that is \$15,000.00 more than what otherwise would be calculated by the methodology set forth in the Feasibility Report. Also, in order to lessen objections to the Project from other landowners within the Project that are proposed to be assessed, Inver Grove Real Estate is willing to allow the imposition of an increased sanitary sewer lateral special assessments against its property in the amount of \$15,000.00. By allowing the imposition of this additional sanitary sewer lateral special assessment against its property in the amount of \$15,000.00, Inver Grove Real Estate is contributing an additional \$15,000.00 toward the cost of the Project in addition to the special assessments against its property that would be calculable by the methodology set forth in the Feasibility Report. This \$15,000 is included within the \$155,377.65
- The City agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).
- The City agrees that the amount of the special assessments that will be levied against the Inver Grove Real Estate property on April 27, 2009, will be \$155,377.75.

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

1. The Council hereby approves the attached Special Assessment Waiver Agreement between Inver Grove Real Estate Holdings, LLC and the City of Inver Grove Heights.
2. The Mayor and Deputy City Clerk are authorized to execute the attached Special Assessment Waiver Agreement between Inver Grove Real Estate Holdings, LLC and the City of Inver Grove Heights.

Adopted by the City Council of Inver Grove Heights the 27<sup>th</sup> day of April, 2009.

---

George Tourville, Mayor

ATTEST:

---

Melissa Rheume, Deputy City Clerk

**SPECIAL ASSESSMENT WAIVER AGREEMENT BETWEEN  
INVER GROVE REAL ESTATE HOLDINGS, LLC  
AND CITY OF INVER GROVE HEIGHTS**

**THIS WAIVER AGREEMENT** (Agreement) is made, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "IGH"), and **INVER GROVE REAL ESTATE HOLDINGS, LLC**, a Minnesota limited liability company (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

**1.2 IGH.** "IGH" means the City of Inver Grove Heights, a Minnesota municipal corporation.

**1.3 Landowner.** "Landowner" means **INVER GROVE REAL ESTATE HOLDINGS, LLC**, a Minnesota limited liability company, and its successors and assigns.

**1.4 Property.** "Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

**1.5 Project.** "Project" means City of Inver Grove Heights Project No. 2008-11-Southern Sanitary Sewer East Segment Improvements.

**1.6 Feasibility Report.** "Feasibility Report" means that certain Feasibility Study and Report dated March 2008, amended April 10, 2008, January 22, 2009, and February 23, 2009, prepared for IGH by Kimley-Horn and Associates, Inc., relating to the Project.

**ARTICLE 2**  
**RECITALS**

**Recital No. 1.** Landowner owns the Property. The Property is located in the City of Inver Grove Heights.

**Recital No. 2.** On February 26, 2009, IGH received bids to construct the Project.

**Recital No. 3.** On March 23, 2009, the City Council of IGH held a public hearing pursuant to Minn. Stat. § 429.031 for the purpose of considering whether to order the Project. Prior to the public hearing, IGH received the Feasibility Report.

**Recital No. 4.** On March 23, 2009, the City Council of IGH ordered the Project.

**Recital No. 5.** IGH has not decided whether it will award a contract to construct the Project.

**Recital No. 6.** IGH proposes to hold an assessment hearing on April 27, 2009. IGH proposes to specially assess the Property the sum of **\$155,377.75**.

**Recital No. 7.** Landowner desires that IGH proceed to construct the Project. Landowner acknowledges that the Property will be benefited by the Project. To induce IGH to give favorable consideration to awarding a contract for the Project, Landowner is willing to waive any special assessment appeal rights relating to the Property up to the amounts set forth in this Agreement. Landowner is further willing to consent to a special assessment being levied against the Property that is \$15,000.00 more than what otherwise would be calculated by the methodology set forth in the Feasibility Report. Also, in order to lessen objections to the Project from other landowners within the Project that are proposed to be assessed, Landowner is willing to allow the imposition of an increased sanitary sewer lateral special assessments against the Property in the amount of \$15,000.00. By allowing the imposition of this additional sanitary sewer lateral special assessment against the Property in the amount of \$15,000.00, Landowner is contributing an additional \$15,000.00 toward the cost of the Project in addition to the special assessments against the Property that would be calculable by the methodology set forth in the Feasibility Report.

**Recital No. 8.** Because of the complexities of financing the Project, IGH does not commit by this Agreement to award a construction contract for the Project, but IGH is willing to agree that any special assessments against the Property will be spread over a period of not less than ten (10) annual installments at an interest rate that does not exceed six percent (6.0%).

**Recital No. 9.** The Landowner is willing to execute this Agreement in return for IGH awarding a construction contract for the Project. If IGH fails to award a construction contract for the Project by July 13, 2009, this Agreement shall be null and void.

**Recital No. 10.** The Landowner and IGH agree that these Article 2 Recitals are material terms of this Agreement.

### **ARTICLE 3** **CONSIDERATION**

**3.1 Consideration.** The Landowner agrees to: a) Execute and comply with the terms of this Agreement. IGH agrees to: a) only record this Agreement (at the IGH's expense) after IGH has awarded a construction contract for the Project, and b) return this Agreement to the Landowner if IGH fails to award a construction contract for the Project on or before July 13, 2009. Landowner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

### **ARTICLE 4** **AGREEMENTS OF LANDOWNER**

**4.1 Waiver of Special Assessment Appeal Rights – Property.** Landowner acknowledges and agrees that it has reviewed the Feasibility Report for the Project and has familiarized itself with the Project. Landowner agrees that the Property will receive a benefit from the Project in at least the amount of **\$155,377.75**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer area assessment against the Property for the Project in the amount of **\$78,285.25**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer lateral assessment against the Property for the Project in the amount of **\$77,092.50**. Landowner hereby consents to the imposition and levying by IGH of total special assessments against the Property for the Project in the amount of **\$155,377.75 (\$78,285.25+ \$77,092.50)**.

With respect to the Property, Landowner waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Landowner waives any objections to the levying of special assessments against the Property up to the amount of **\$155,377.75**. With respect to the Property, Landowner waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$155,377.75**. Landowner acknowledges that the benefit from the Project at least equals the sum of **\$155,377.75** of the special assessments that IGH proposes to levy against the Property.

Landowner agrees that the waivers made above are continuing and irrevocable and are made knowingly and voluntarily by Landowner.

**4.2 Special Assessment Agreement.** Landowner will execute this Agreement. If IGH awards the construction contract for the Project then Landowner agrees that, without payment from IGH, IGH may record this Agreement.

**4.3 Waiver.** For good and valuable consideration, the Landowner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against IGH, arising out of the Landowner's voluntary conveyance of the Agreement to IGH in consideration for the Project.

## **ARTICLE 5** **AGREEMENTS OF IGH**

**5.1 Installments of Special Assessments.** IGH agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).

**5.2 Special Assessments Will Not Be Levied if Project Not Awarded.** IGH agrees that if the Project is not awarded, the Landowner will have no obligation to pay the special assessments for the Project and the special assessments for the Project levied on or about April 27, 2009, will be cancelled and not certified to Dakota County for payment.

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

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

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

**6.3 Headings.** The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**6.4 Severability.** The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

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

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

**6.7 Notice To Property Buyers.** The Landowner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Landowner sells any interest in the Property following the execution of this Agreement and prior to the award of the Project contract by IGH.

**6.8 Recording.** Provided IGH awards the construction contract for the Project, IGH may record this Agreement at IGH's expense.

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

**IN TESTIMONY WHEREOF**, the Landowner and IGH have caused this Agreement to be executed as of the day and year first above written.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

STATE OF MINNESOTA    )  
  )     ss.  
COUNTY OF DAKOTA     )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

**Lot 2, Block 1, IGH Addition**, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Part Abstract Property)

(Part Torrens Property)

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

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

**RESOLUTION APPROVING A CONVEYANCE OF EASEMENT AND SPECIAL  
ASSESSMENT WAIVER AGREEMENT BETWEEN I-STATE INVER GROVE  
HEIGHTS, LLC AND THE CITY OF INVER GROVE HEIGHTS  
IN CONNECTION WITH CITY PROJECT NO. 2008-11**

**WHEREAS**, on March 23, 2009, the Inver Grove Heights City Council ordered City Project No. 2008-11, Southern Sanitary Sewer System East Segment Improvements (“the Project”). The Project consists of improvements to extend trunk sanitary sewer to serve properties located south of 111<sup>th</sup> Street East on the east side of T.H. 52.

**WHEREAS**, in order to construct the Project, the City needs various permanent and temporary easement rights from the landowners affected by the Project for purposes of constructing the drainage and utility facilities associated with the Project.

**WHEREAS**, five (5) affected parcels are proposed to be assessed for the Project.

**WHEREAS**, on April 27, 2009, the Inver Grove Heights City Council will conduct a public hearing to consider levying the special assessments related to construction of the Project.

**WHEREAS**, the City is proposing to specially assess property owned by I-State Inver Grove Heights, LLC (I-State) in the amount of \$62,231.40 in connection with the construction of the Project.

**WHEREAS**, I-State desires that the City proceed to construct the Project and acknowledges that its property will be benefited by the Project.

**WHEREAS**, the City and I-State have negotiated an agreement concerning the easements necessary for construction of the Project and for the special assessments related to the Project.

The salient aspects of the attached Conveyance of Easement and Special Assessment Waiver Agreement between I-State Inver Grove Heights, LLC and the City (the Agreement) are:

- I-State agrees to comply with the terms of the attached Agreement and agrees to execute a Temporary Construction Easement at the time the Agreement is signed.
- I-State consents to the imposition and levying by the City of a sanitary sewer area assessment against its property for the Project in the amount of **\$44,559.90**.

**CONVEYANCE OF EASEMENT AND  
SPECIAL ASSESSMENT WAIVER AGREEMENT BETWEEN  
I-STATE INVER GROVE HEIGHTS, LLC,  
AND CITY OF INVER GROVE HEIGHTS**

**THIS CONVEYANCE AND WAIVER AGREEMENT** (Agreement) is made, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "IGH"), and **I-STATE INVER GROVE HEIGHTS, LLC**, a Minnesota limited liability company (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

**1.2 IGH.** "IGH" means the City of Inver Grove Heights, a Minnesota municipal corporation.

**1.3 Landowner.** "Landowner" means **I-STATE INVER GROVE HEIGHTS, LLC**, a Minnesota limited liability company and its successors and assigns.

**1.4 Property.** "Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

**1.5 Easement.** "Easement" means that certain temporary construction easement, a copy of which is attached hereto and incorporated herein as Exhibit B.

**1.6 Project.** "Project" means City of Inver Grove Heights Project No. 2008-11-Southern Sanitary Sewer East Segment Improvements.

**1.7 Feasibility Report.** "Feasibility Report" means that certain Feasibility Study and Report dated March 2008, amended April 10, 2008, January 22, 2009, and February 23, 2009, prepared for IGH by Kimley-Horn and Associates, Inc., relating to the Project.

**1.8 Lateral Line Extension.** "Lateral Line Extension" means the construction of that certain sanitary sewer lateral service line as shown in Exhibit C, attached hereto and incorporated herein by reference.

**ARTICLE 2**  
**RECITALS**

**Recital No. 1.** Landowner owns the Property. The Property is located in the City of Inver Grove Heights.

**Recital No. 2.** On February 26, 2009, IGH received bids to construct the Project.

**Recital No. 3.** On March 23, 2009, the City Council of IGH held a public hearing pursuant to Minn. Stat. § 429.031 for the purpose of considering whether to order the Project. Prior to the public hearing, IGH received the Feasibility Report.

**Recital No. 4.** On March 23, 2009, the City Council of IGH ordered the Project.

**Recital No. 5.** IGH has not decided whether it will award a contract to construct the Project.

**Recital No. 6.** IGH proposes to hold an assessment hearing on April 27, 2009. IGH proposes to specially assess the Property the sum of **\$62,231.40**.

**Recital No. 7.** Landowner desires that IGH proceed to construct the Project. Landowner acknowledges that the Property will be benefited by the Project. To induce IGH to give favorable consideration to awarding a contract for the Project, Landowner is willing to waive any special assessment appeal rights relating to the Property up to the amounts set forth in this Agreement.

**Recital No. 8.** Because of the complexities of financing the Project, IGH does not commit by this Agreement to award a construction contract for the Project, but IGH is willing to

agree that any special assessments against the Property will be spread over a period of not less than ten (10) annual installments at an interest rate that does not exceed six percent (6.0%).

**Recital No. 9.** To further allow IGH to favorably consider awarding a contract for the Project, Landowner is willing to grant IGH the Easement over a portion of the Property for the Project.

**Recital No. 10.** The Landowner is also willing to convey the Easement to IGH without monetary compensation paid therefore in return for IGH awarding a construction contract for the Project and constructing the Lateral Line Extension.

**Recital No. 11.** The Landowner is willing to execute this Agreement in return for IGH awarding a construction contract for the Project and constructing the Lateral Line Extension. If IGH fails to award a construction contract for the Project by July 13, 2009, this Agreement shall be null and void.

**Recital No. 12.** The Landowner and IGH agree that these Article 2 Recitals are material terms of this Agreement.

### **ARTICLE 3** **CONSIDERATION**

**3.1 Consideration.** The Landowner agrees to:

- a) comply with the terms of this Agreement; and
- b) execute the Easement at the time this Agreement is signed.

IGH agrees to:

- a) provided a construction contract for the Project is awarded by July 13, 2009, include the obligation to construct the Lateral Line Extension in the Project; or
- b) return the Easement to the Landowner if IGH fails to award a construction contract for the Project on or before July 13, 2009.

Landowner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

### **ARTICLE 4** **AGREEMENTS OF LANDOWNER**

**4.1 Waiver of Special Assessment Appeal Rights – Property.** Landowner acknowledges and agrees that it has reviewed the Feasibility Report for the Project and has familiarized itself with the Project. Landowner agrees that the Property will receive a benefit from

the Project in at least the amount of **\$62,231.40**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer area assessment against the Property for the Project in the amount of **\$44,559.90**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer lateral assessment against the Property for the Project in the amount of **\$17,671.50**. Landowner hereby consents to the imposition and levying by IGH of total special assessments against the Property for the Project in the amount of **\$62,231.40** (**\$44,559.90+ \$17,671.50**).

With respect to the Property, Landowner waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Landowner waives any objections to the levying of special assessments against the Property up to the amount of **\$62,231.40**. With respect to the Property, Landowner waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$62,231.40**. Landowner acknowledges that the benefit from the Project at least equals the sum of **\$62,231.40** of the special assessments that IGH proposes to levy against the Property.

Landowner agrees that the waivers made above are continuing and irrevocable and are made knowingly and voluntarily by Landowner.

**4.2 Temporary Construction Easement.** Landowner will execute Exhibit B and deliver Exhibit B to IGH upon the execution of this Agreement.

**4.3 Waiver.** For good and valuable consideration, the Landowner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against IGH, arising out of the Landowner's conveyance of the Easement to IGH in consideration for the Project.

## **ARTICLE 5** **AGREEMENTS OF IGH**

**5.1 Installments of Special Assessments.** IGH agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).

**5.2 Agreement of IGH to construct Lateral Line Extension.** IGH agrees that if the Project is awarded, IGH will include the obligation to construct the Lateral Line Extension in the Project.

**5.3 Special Assessments Will Not Be Levied if Project Not Awarded.** IGH agrees that if the Project is not awarded, the Landowner will have no obligation to pay the special

assessments for the Project and the special assessments for the Project levied on or about April 27, 2009, will be cancelled and not certified to Dakota County for payment.

**5.4 Amount of Special Assessments.** IGH agrees that the amount of the special assessments that will be levied against the Property on April 27, 2009, will not exceed \$62,231.40.

**5.5 Temporary Access to Property During Project Construction.** IGH agrees that if the construction contract for the Project is awarded, then the construction contract will contain the following requirement with respect to temporary access to the Property; and IGH agrees to enforce this requirement upon the contractor:

Subject to an Act of God, including natural disasters (earthquakes, tornado, flood, and/or excessive rain) and war, the contractor shall maintain access to the Property at all times in a manner that allows for large trucks and trailers to reasonably access the Property either through the existing driveway or the temporary access point.

The proposed temporary access plan is attached hereto as **Exhibit D**. Any change to this plan requires consultation with and the consent of I-STATE. Subject to an Act of God, including natural disasters (earthquakes, tornado, flood, and/or excessive rain) and war, the City shall maintain reasonable access to the Property at all times throughout the duration of the Project. I-STATE shall have all remedies provided by law available to it, including, but not limited to, a right of recourse against the City for any damages arising from a breach by the City for failing to maintain reasonable access to the Property. I-STATE'S right of recourse against the City to seek damages arising from a breach by the City for failing to maintain reasonable access to the Property DOES NOT include the right to seek INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO A BREACH BY THE CITY FOR FAILING TO MAINTAIN REASONABLE ACCESS TO THE PROPERTY, OR THE INABILITY TO USE OR ACCESS THE PROPERTY. Notwithstanding the foregoing, I-STATE shall have a right of recourse against the City to seek damages for the lost profits of I-STATE from a breach by the City for failing to maintain reasonable access to the Property.

**5.6 Restoration of Property.** IGH agrees that by the conclusion of the Project it will have restored or replaced any irrigation systems and landscaping on the Property to at or better than its condition prior to the commencement of the construction, including the replacement of any irrigation systems, sod, trees, bushes or plants damaged or destroyed in the construction.

**ARTICLE 6**  
**MISCELLANEOUS**

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

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

**6.3 Headings.** The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**6.4 Severability.** The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

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

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

**6.7 Notice To Property Buyers.** The Landowner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Landowner sells any interest in the Property following the execution of this Agreement and prior to the award of the Project contract by IGH.

**6.8 Recording.** Provided IGH awards the construction contract for the Project, IGH may record this Agreement at IGH's expense.

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





EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

**Lot 1, Block 1, ISTATE TRUCK CENTER**, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Abstract Property)

**EXHIBIT B**

**TEMPORARY CONSTRUCTION EASEMENT**

**TEMPORARY CONSTRUCTION EASEMENT**

THIS EASEMENT, made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between **I-State Inver Grove Heights, LLC**, a Minnesota limited liability company, hereinafter referred to as the "Landowner" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter "Landowner's Property")**.

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "Temporary Easement")** under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the **"Temporary Easement Area"**) attached hereto and incorporated herein by reference. The Temporary Easement shall expire on October 31, 2010.

**EXEMPT FROM STATE DEED TAX**

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Temporary Easement Areas or the Landowner's Property prior to the date hereof.

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Areas described on Exhibit B and has good right to grant and convey the Temporary Easements herein to the City.

**IN TESTIMONY WHEREOF**, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

**[Remainder of page intentionally left blank]**

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

***City of Inver Grove Heights***

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

**ATTEST:**

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

STATE OF MINNESOTA    )  
                                  )     ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

**Lot 1, Block 1, ISTATE TRUCK CENTER**, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Abstract Property)

**EXHIBIT B**

**LEGAL DESCRIPTION OF EASEMENT AREA**

**A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** over, under, across, through and upon that part of Lot 1, Block 1, ISTATE TRUCK CENTER bounded by the following described line:

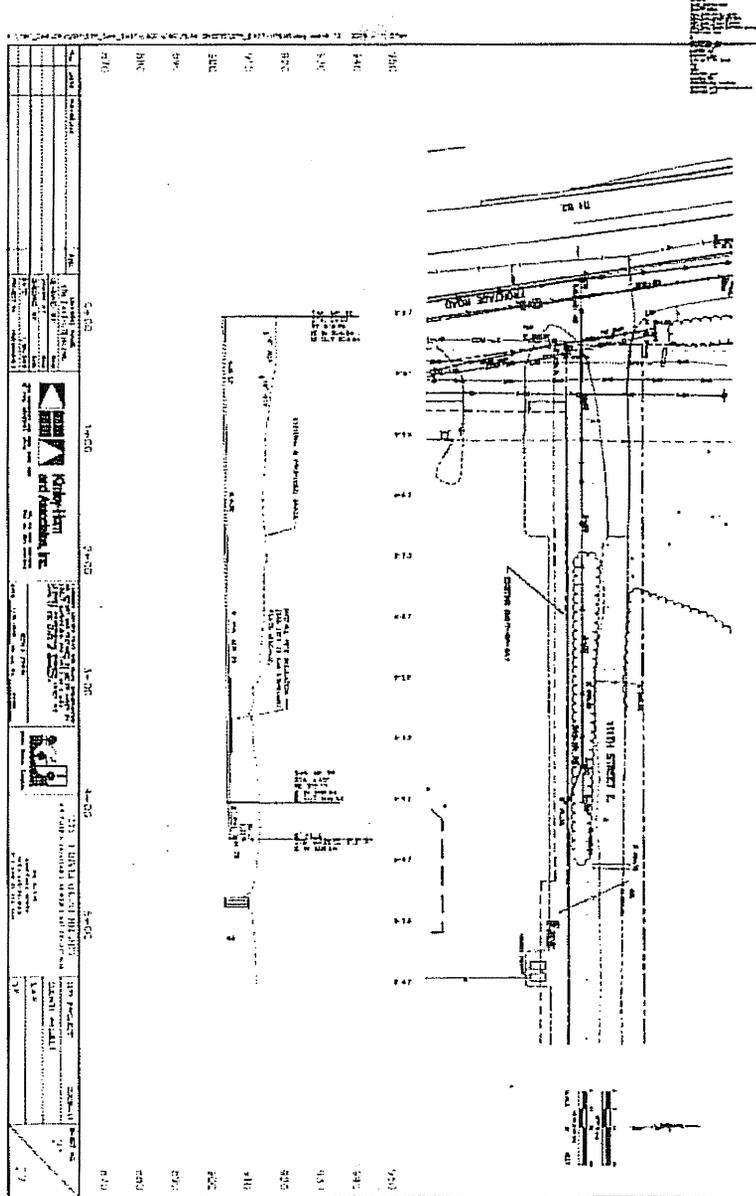
Commencing at the southwest corner of said Lot 1, Block 1; thence northerly along the west line of said lot on an assumed bearing of North 6 degrees 04 minutes 15 seconds West 41.72 feet to the point of beginning of said line to be described; thence continuing North along said west line 140.84 feet; thence North 22 degrees 47 minutes 55 seconds West 23.42 feet; thence Due East 66.97 feet; thence Due South 45.00 feet; thence Due East 130.00 feet; thence Due South 70.00 feet; thence Due West 130.00 feet; thence Due South 42.07 feet; thence South 83 degrees 55 minutes 45 seconds West 43.24 to the point of beginning.

Containing 17,415.00 Sq. Ft., 0.40 Acres.

Said Temporary Easement shall expire on October 31, 2010.

# EXHIBIT C

## LATERAL LINE EXTENTION





**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE REQUEST FOR ASSISTANCE IN THE FORM OF TAX ABATEMENT AND ENTER INTO A DEVELOPMENT AND ASSESSMENT AGREEMENT WITH A & W RESTAURANT**

---

Meeting Date: April 27, 2009  
 Item Type: Regular Agenda  
 Contact:  
 Prepared by: Joe Lynch, City Administrator  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

To make a decision on the request for assistance and Tax Abatement for the A&W Restaurant at 9061 Buchanan Trail and authorize the Mayor and City Attorney to enter in to a Developer Agreement and Assessment Agreement with Patricia Nickleson Enterprises.

**SUMMARY**

Council first reviewed this request at your January 21, 2009 Work Session and again at your February 23 and March 9 meetings to consider granting the assessments for the utility hook up and connection fees, a loan for the improvements needed to meet on site utility requirements within the public right of way and Tax Abatement for extra ordinary conditions on the site. The following is a summary and the change over time in the request for assistance:

Initially	Assessment	\$92,045
	Loan	\$56,300
	Abatement	\$40,000
	<b>Total</b>	<b>\$188,345</b>
Revised	Assessment	\$92,045
	Loan	\$24,000
	Abatement	\$20,000
	<b>Total</b>	<b>\$136,045</b>
Present	Assessment	\$ 9,800
	Loan	\$50,000
	Abatement	\$20,000
	<b>Total</b>	<b>\$79,800</b>

As a way of explanation, the Assessment would allow the developer to pay over time for those costs that are normally paid at the time of pulling a building permit. This includes the costs for connection and hook up fees. The Assessment Agreement would be for a period of Ten years at an interest rate of 6% per year. As a apart of the Agreement the owner has to waive his right to appeal the amount and agree to be assessed.

The Loan amount would cover costs related to improvement to the site and storm water improvement necessary in the public right of way, as well as for the previous request for additional soil to return the site to the same grade as other sites within the development. The Loan term would cover the same Ten year period at the same interest rate, 6%.

The Abatement is the return of half of the Tax increases created by the development of the site. At an estimated \$900,000 Market Value, the taxes generated will be approximately \$6,400 a year. This would be an increase of \$4,600 annually. The abatement of taxes would go back to the developer to help him offset some extraordinary costs in development of the site. As a part of the Abatement, the owner has to agree to create a number of jobs at a certain wage for a defined period of time. In addition, in order to continue the creation of the increase in value, the developer has to agree not to request a devaluation of the property during the period of the abatement.

Council is required, by law, to hold a Public Hearing to hear any comment on the proposal to grant Abatement.

Staff does believe that this development is of public benefit to the city in the following ways:

The Development will increase the Taxable Market Value of the property in City. The current taxes are based upon a value that is only for the land. With the improvements and construction of the building, the Taxable Market Value will increase to \$900,000.

As a result of the increase in Market Value, the development will increase the Tax Capacity of the property in City. As noted earlier, it will create a tax increase of at least \$4,600 annually based upon the EMV. This tax increase will go up as the property increases in value.

The construction of the building and improvements will create construction jobs in the City.

This project will complete the development of the property in this area of Arbore Pointe.

This project will increase and diversify the number of retail, food shopping opportunities in the community.

This project will create at least 7 full time jobs at 150% of the Federal Minimum wage and guarantee those jobs for a least five years. In addition, the development will create up to 55 other full and part time jobs and guarantee them for at least five years.

## **RECOMMENDATION**

Staff recommends the approval of the grant of Tax Abatement for the A&W Restaurant owned by Patricia Nickleson Enterprises at 9061 Buchanan Trail and the authorization of the Mayor and City Attorney to sign the Development and Assessment Agreement related thereto.