INVER GROVE HEIGHTS CITY COUNCIL AGENDA
TUESDAY, MAY 26, 2009
8150 BARBARA AVENUE
7:30 P.M.

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

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

A. Minutes – May 11, 2009 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending May 20, 2009 _____

C. Pay Voucher No. 11 for City Project No. 2003-15, Northwest Area Trunk Utility Improvements _____

D. Resolution Receiving Bids and Awarding Contract for the 2009 Pavement Management Program, City Project No. 2009-09A , Cracksealing _____

E. Resolution Receiving Bids and Awarding Contract for the 2009 Pavement Management Program, City Project No. 2009-09B – Sealcoating _____

F. Approve Floodplain Mapping Agreement relating to River Heights Marina and Resolution Levying a Special Assessment against Tax Parcel #20-36500-151-42 _____

G. Approve Resolution releasing Lot 18, Block 3, Southern Lakes 5th Addition from recorded development contracts – Nicholas & Jennifer Bartl _____

H. Approve Water Tower Site Lease Agreement with Cingulair _____

I. Approve Purchase of Eight-inch Pressure Reducing Station from Northwestern Power Equipment Company, Inc. _____

J. Accept Proposal for Water Distribution System Leak Detection Services _____

K. Resolution Authorizing the City to Enter into Amended Traffic Control Signal Agreement Number 94220R with Mn/DOT and Dakota County _____

L. Approve Contract for Continuing Disclosure Reporting Services _____

M. Approve Changing the name National Night Out to Minnesota's Night to Unite _____

N. Approve Contract with Qwest to Relocate Utility for Public Safety Addition/City Hall Renovation _____

O. Approve Contract with Comcast to Relocate Utility for Public Safety Addition/City Hall Renovation _____

P. Consider Purchase of Event Tent _____

Q. Award Contract for Installation of Non-Slip Flooring at Fire Stations _____

R. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider a Resolution Ordering Improvements, Approving Plans and Specifications and Authorizing Advertisement for Bid for City Project No. 2008-09F, Salem Hills Farm Reconstruction/Mill and Overlay _____

B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2008 Pavement Management Program - City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay _____

7. **REGULAR AGENDA:**

PARKS AND RECREATION:

A. **CITY OF INVER GROVE HEIGHTS;** Consider Acquisition of Land Adjacent to Heritage Village Park _____

B. **CITY OF INVER GROVE HEIGHTS;** Review Plans for Trail Connection Along Babcock Trail Between Baldwin and 75th _____

C. **CITY OF INVER GROVE HEIGHTS;** Consider Hiring Consultant for Rock Island Swing Bridge Project _____

COMMUNITY DEVELOPMENT:

D. **CITY OF INVER GROVE HEIGHTS;** Consider a Resolution approving a proposal from Hoisington Koegler to prepare a Reporting Tool for the Northwest Area _____

PUBLIC WORKS:

E. **CITY OF INVER GROVE HEIGHTS;** Resolutions Approving Plans and Specifications, Authorizing Advertisement for Bids, Approving Agreement with Mn/DOT for Construction and Maintenance, Approving Agreement with Dakota County for Construction cost-sharing and Maintenance and Approving Limited Use Permit with Mn/DOT for Trail in Trunk Highway 3 Right-of-Way for City Project No. 2009-01, Trunk Highway 3 and Amana Trail/Proposed 80th Street (County Road 28) Intersection Improvements _____

F. **CITY OF INVER GROVE HEIGHTS;** Resolution Receiving Amended Feasibility Report for City Project No. 2009-11, Concord Boulevard Improvement from 65th Street East to the Corporate Boundary with the City of South St. Paul and Associated City Project Nos. 2009-21 and No. 2009-22 _____

G. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of Land Alteration Permit No. C-089-09 for WWKM, LLC _____

ADMINISTRATION:

H. **CITY OF INVER GROVE HEIGHTS;** Consider Resolutions Approving Compromise Agreements and Settlement Stipulations for Special Assessment Appeals related to City Project No. 2003-03, Southern Sanitary Sewer Improvements _____

I. **CITY OF INVER GROVE HEIGHTS;** Consider Advisory Board Applications & Appointments _____

J. **CITY OF INVER GROVE HEIGHTS;** Consider Additional Services Agreement with Elert & Associates _____

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 11, 2009 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, May 11, 2009, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, 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:

A. Resolution Recognizing National Police Week

Mayor Tourville stated that the City of Inver Grove Heights officially recognized May 10th through May 16th, 2009 as National Police Week. He explained that National Police Week 2009 honors the service and sacrifice of those law enforcement officers killed in the line of duty.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 09-87 authorizing the City of Inver Grove Heights to recognize National Police Week 2009

Ayes: 4
Nays: 0 Motion carried.

B. 2008 CAFR/MGMT Letter

Ms. Lanoue explained that each year the City contracts with an independent Certified Public Accounting firm to audit the City's Comprehensive Annual Financial Report. She stated the Kern, DeWenter, Viere, Ltd. performed the audit for 2008. She explained that the firm issued an unqualified (clean) opinion on the City's financial statements and noted that is the highest form of assurance that can be issued. She stated that an Auditor's Management Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance were included in addition to the Comprehensive Annual Financial Report. She provided an overview of the components of the Comprehensive Annual Financial Report and reviewed various fund balances and financial statements. She added that the Comprehensive Annual Financial Report would be submitted to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting.

Steve Wischmann, Kern, DeWenter, Viere, Ltd., confirmed that the City was issued a clean report and noted that only 20% of cities receive a clean report. He stated that the City's financial records are very precise and commended the City for its internal control measures and processes.

Councilmember Grannis questioned how the golf course and community center operations compared to those of other cities.

Mr. Wischmann responded that the golf course market is difficult in the current economic conditions and a decrease in revenue has been seen in many cities. He stated that it is a positive sign that the City has managed to maintain very consistent operating expenses from year to year. He noted that the City also has debt service that is paid out of revenue. He stated that the financial situation of the City's community center is similar to that of other cities.

Mayor Tourville commented that the 80-85% of community center's revenue goes towards the bottom line and the remainder is used to pay off debt service. He noted that the audit information would be available for review on the City's website by the end of the week.

Motion by Piekarski Krech, second by Madden, to accept the Comprehensive Annual Financial Report, the Auditor's Management Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance for the year ended December 31, 2008
Ayes: 4
Nays: 0 Motion carried.

C. City Engineer Introduction

Mr. Thureen introduced Tom Kaldunkski as the new City Engineer.

4. CONSENT AGENDA:

Councilmember Grannis removed Item 4A, Minutes – April 27, 2009 Regular Council Meeting from the Consent Agenda

B. **Resolution No. 09-88** Approving Disbursements for Period Ending May 6, 2009

C. Final Compensating Change Order No. 3, Final Pay Voucher No. 5, Engineer's Final Report and **Resolution No. 09-89** Accepting Work for City Project No. 2005-11, 65th Street East & Delaney Avenue East Street Improvements

D. Authorize Advertisement for Request for Proposal for Contracted Custodial Services for City Facilities

E. Approve Material Testing and Special Inspections Contract for Construction of Public Safety Addition/City Hall Renovation

F. Approve Contract with Fireman's Fund Insurance for Builder's Risk Insurance for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

G. Approve Coca-Cola Beverage Agreement

H. Accept Donations to the Inver Grove Heights Police & Fire Departments

I. Personnel Actions

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

Ayes: 4
Nays: 0 **Motion carried.**

A. Minutes – April 27, 2009 Regular Council Meeting

Councilmember Grannis made a correction on page five, changing the percentage range from 15-20% to 15-30%.

Motion by Madden, second by Grannis, to approve the Minutes of the April 27, 2009 Regular Council Meeting with the change as noted by Councilmember Grannis

Ayes: 4
Nays: 0 **Motion carried.**

5. PUBLIC COMMENT:

Greg Sampson, 7540 River Road, stated that they have had problems in the past with graffiti on the bridge at 77th Street. He explained that they have requested help to abate the problem and were told by staff that they are waiting for permission from the railroad and liability information from League of Minnesota Cities Insurance Trust. He asked for reassurance that the graffiti will be cleaned up as soon as possible.

Mr. Lynch explained that the City has asked the party interested in removing the graffiti to participate in an adopt-a-bridge program, but the City needs to see if that can be done legally and investigate what the liability implications may be. Mr. Lynch stated that staff is still working on the project and acknowledged that it is taking more time than originally anticipated.

Mr. Sampson clarified that the City Code does not include any regulation regarding graffiti.

Mr. Lynch explained that the Police department is developing a graffiti ordinance.

Mr. Sampson requested that he be notified when the ordinance is placed on a City Council agenda.

Clarence Sampson, 7540 River Road, stated that he volunteered to paint the bridge and is disappointed with the amount of time it is taking to get something done.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Request to Transfer Off-Sale Intoxicating Liquor License to Yager Group, Inc. for Arbor Pointe Liquors, 9084 Buchanan Trail

Ms. Rheaume explained that Arbor Pointe Liquors is in the process of being sold and transfer of the current liquor license to the new owner, Yager Group, Inc., is required. She stated that the applicant submitted the necessary license fees and a current liquor liability insurance certificate. She added that a background investigation was conducted by the Police Department, and no basis for denial of the transfer request was found.

Tom Harris, applicant, was present to answer questions.

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

Ayes: 4
Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Madden, to approve the transfer of the Off-Sale Intoxicating Liquor License for Arbor Pointe Liquors, 9084 Buchanan Trail, to Yager Group, Inc.

Ayes: 4
Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider a Resolution Ordering Improvements, Approving Plans & Specifications and Authorizing Advertisement for Bid for City Project No. 2008-09F, Salem Hills Farm Reconstruction/Mill and Overlay

Mr. Thureen reviewed the neighborhood meetings that were held and stated that one of the issues raised was whether a 500 foot segment of 63rd Street East needed to be reconstructed. He explained that the updated feasibility study includes an alternative treatment, Option B, for that section of the street. He noted that the engineer's report indicates that the alternative treatment would be expected to have a poorer long-term performance than the full reconstruction treatment proposed for 63rd Street. He explained that a number of residents asked that the cost of any work on 63rd Street be assessed to all of the properties in the subdivision because they feel that 63rd Street serves as a neighborhood collector. He stated that the Pavement Management Program funding policy takes that into consideration as the City contribution is considered to be the contribution for use by those who do not live on the street.

Mr. Thureen explained that the project design was slightly modified to include a drain tile with a discharge line. He added that there is also a question on if there is desire in the neighborhood for sidewalks to be replaced. He stated that the total estimated project cost for Option A is $1,467,475 with the mill and overlay portion being $346,922 for the 1.01 miles of roadway and the reconstruction portion being $1,120,552 for the 0.49 miles of roadway. He further stated that the total estimated project cost for option B is $1,359,768 with the full depth mill and repave section being $72,627 for 0.09 miles; mill and overlay portion being $346,922 for the 1.01 miles of roadway and the reconstruction portion being $940,219 for 0.40 miles of roadway. He noted the funding sources include the pavement management fund, water connection fund and special assessments. He explained that staff retained a property appraiser to conduct a benefit analysis for properties in the project area and it was the appraiser's opinion that an assessment of up to $6,000 per parcel could be sustained for this project. He stated that if the City followed that recommendation, approximately 80% of the total project costs would be paid by the City and the remaining 20% would be specially assessed.

Mayor Tourville confirmed that if the sidewalk was replaced it would be at the City's expense.

Councilmember Piekarski Krech asked if the width of the shoulder on the side of the road could be increased in lieu of replacement of the sidewalk.

Mayor Tourville stated that the sidewalk serves a purpose and is safer for the residents.

Paul Johnston, 2170 63rd Street East, questioned why his one block area could not be a mill and overlay section. He stated he is not in favor of the installation of drain tile. He questioned why everyone in the neighborhood could not be assessed equally.

Mayor Tourville questioned if the drain tile would cause a change in grade.

Mr. Thureen explained that drain tile would be installed along the edges of the reconstruction areas and would tie into the existing storm sewer.

Mayor Tourville asked if the ponds could be made more efficient with the equipment that would be used for the project.

Mr. Thureen responded that the City could have the equipment be used to take out what can be reached.

Bill McMenomy, 2180 63rd Street, stated that the neighborhood does not want such a drastic repair. He asked that the City reconsider the project to determine a way to deal with the water issues in the development. He stated that the residents are requesting that the City obtain a certified hydrological engineering study to address concerns regarding water management issues. He added that he is opposed to the installation of drain tile because the impact of the additional water that will be added to the storm sewer system is unknown.

Motion by Madden, second by Grannis, to receive petition requesting a hydrological study.

Ayes: 4
Nays: 0 Motion carried.

Dave Retner, American Engineering Testing, stated that the geotechnical investigation was completed last summer. He discussed the results of the soil borings and stated that the soil is a mixture of clay, sand and gravel.

Councilmember Grannis asked if additional soil borings would be beneficial and if they would provide any more information that they do not already have.

Mr. Retner responded that the only advantage would be if the City wanted to delineate between reconstruction segments and sections where there would only be pavement removal.

Ryan Wilson, 6310 Beckman Avenue, objected to the proposed assessment amounts. He stated that the road was built in 1991 and he does not think that the proposed work does not need to be done. He also expressed concern regarding the proposed diversion of water into the storm sewer.

Mayor Tourville noted that the assessment amounts are estimates at this point and reiterated that the sustainable amount was found to be $6,000 per parcel. He stated that if the Council approves the project the City will have to contribute more money towards the project than they ever have. He explained that the diversion of water is being proposed because the water issues have been contributing to the wear and tear of the roads.

Mr. Wilson commented on the lack of street maintenance and questioned at what point the City stopped allocating tax dollars for street maintenance.

Mr. Thureen responded that it is a function of being able, from a staff time perspective, to maintain all of the streets in the City.

Ken Perusek, 2150 63rd Street East, questioned what the lifespan of the road would be if a full-depth mill and overlay was done versus a full reconstruction. He stated that he does not believe reconstruction of the segment stretching from Lots 28-32 is necessary.

Mr. Retner responded that they would expect a mill and overlay to last 18-20 years, with performance similar to what currently exists.

Mr. Thureen added that they would expect a full reconstruction to last approximately 50 years, with a couple of mill and overlay projects incorporated into that time span.

Mayor Tourville suggested that multiple options be bid to provide the City with some alternatives.

Peter Matthews, 6301 Barclay, questioned if there would be any sort of guarantee that his property would not experience water issues if drain tile is installed. He explained that he does not currently have water issues, but his neighbors all pump water daily. He stated that he supports Option A and wants to make sure that no new water issues will be created.

Mr. Thureen stated that he cannot guarantee anything, but the improvements would allow the water to be moved out of the area. He added that his experience is that the drain tile actually dries things out and does not create problems.

Mayor Tourville questioned if property owners could voluntarily pay more because of the use of 63rd Street.

Mr. Kuntz responded that the City would ask those property owners that volunteer to pay an additional amount to sign a waiver of appeal because it changes the assessment policy.

Mike Hoffman, 6304 Ballantine Avenue, stated that when his property was excavated, water came up. He explained that his concern is that there may be an increase in the water flow into the properties once the street is dug up. He noted that he is in favor of the project but would like further work analysis done regarding the potential water issues.

Councilmember Madden expressed concern with the water levels once the digging starts. He suggested that further analysis be done so the problem is not made worse.

Councilmember Piekarski Krech asked if they know how many of the homeowners have basement water issues.

Mayor Tourville asked what the cost would be for a hydrology study.

Mr. Retner responded that he did not know what the cost would be for a hydrology study. He stated that he did not think the problem would get worse because the goal is to capture the water and put it in the ponds.

Mayor Tourville asked if staff would be able to gather information regarding the hydrology study and present it to the Council at the May 26th meeting.

Councilmember Madden suggested that the item be tabled and the public hearing be left open so that more information regarding the water issues could be obtained.

Mayor Tourville suggested that staff beginning gathering information regarding the number of households that use a sump-pump and the frequency with which they pump.

Mr. Perusek stated that staff should also ask residents to indicate how deep their basements are.

Motion by Madden, second by Piekarski Krech, to table consideration of the item and continue the public hearing on May 26, 2009 at 7:30 p.m. in the City Council Chambers

Ayes: 4
Nays: 0 Motion carried.

7. <u>REGULAR AGENDA:</u>

FINANCE:

A. CITY OF INVER GROVE HEIGHTS; Consider Resolutions Awarding the Sale of General Obligation Capital Improvement Bonds, Series 2009A

Ms. Lanoue explained that Ehlers and Associates have solicited bids for General Obligation Capital Improvement Bonds, Series 2009A. She stated that the City applied to Standard and Poor's for a rating on the bond issue and the City was upgraded to an "AA" rating.

Jonathan North, Ehlers and Associates, explained that bids were received for the $9,900,000 bond that was authorized to be sold by the City Council to finance the construction of the Public Safety Addition and City Hall Remodeling Project No. 2008-18. He reiterated that the City received an upgraded "AA" rating from Standard and Poor's. He stated seven bids were received and the low bid was submitted by UBS Financial Services, Inc. with a true interest cost of 4.0334%. He added that the projected total interest expense was $8,405,495.00 and the actual total interest expense is $6,678,294.00 for a savings of $1,727,201. He noted that the upgraded bond rating contributed to the receipt of strong bids.

Motion by Madden, second by Piekarski Krech to adopt Resolution No. 09-90 Awarding the Sale of General Obligation Capital Improvement Bonds, Series 2009A to UBS Financial Services, Inc. in the amount of $9.9 million dollars

Ayes: 3
Nays: 1 (Grannis) Motion carried.

COMMUNITY DEVELOPMENT:

B. CITY OF INVER GROVE HEIGHTS; Consider Resolution Authorizing Submittal of the Inver Grove Heights Comprehensive Plan to the Metropolitan Council

Mr. Link stated that the City Council preliminarily approved the Comprehensive Plan on November 24, 2008. He explained that the Comprehensive Plan was distributed to surrounding cities, counties, and other agencies for review and comment. He stated that the mandatory six month review and comment period ended on April 8th, and the City received comments from five municipalities, Dakota and Washington Counties, the MN Department of Transportation and the Gun Club Lake Watershed Management Organization. He noted that additional language was inserted regarding the study of a future Mississippi River bridge crossing as a result of comments received from Cottage Grove and Washington County, and clarifications were made to the transportation chapter based on comments received from Dakota County and the MN Department of Transportation.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 09-91 Authorizing Submittal of the Inver Grove Heights Comprehensive Plan to the Metropolitan Council

Loren Scherff, 1320 105th St. E., asked for clarification regarding the procedure going forward.

Mr. Link responded that the Comprehensive Plan would be submitted to Metropolitan Council within the next couple of weeks. He indicated that review by the Metropolitan Council would take approximately two to four months and he would expect to receive their response by August or September. He stated that after the Metropolitan Council's response has been received, the Comprehensive Plan would be brought back to the City Council for formal adoption.

Mr. Scherff asked to be notified of meetings at which the Comprehensive Plan would be discussed.

Ayes: 3
Nays: 1 (Grannis) Motion carried.

C. OLI SMITH; Consider a Resolution relating to a Variance to exceed the maximum allowed impervious surface coverage for a porch addition for property located at 10857 Andes Circle

Mr. Link explained that the applicant is requesting a variance to construct a 196 square foot porch addition onto the back of the existing home. He stated that the lot is 14,434 square feet and City Code allows for a maximum of 20%, 2,886 square feet, of impervious coverage. He explained that the house, driveway, patios and sidewalks cumulatively account for 3,204 square feet of impervious coverage, and the proposed porch addition would increase the impervious coverage to 23.5% of the lot. He stated that the property does not have any conditions that make it unique for the zoning district in which it is located, and

the applicant is not being denied reasonable use of the property. He added that staff recommended denial of the request due to lack of hardship and potential for a precedence being set if the variance request were to be approved. He noted that the Planning Commission voted to send the application to City Council without a recommendation on a 5-3 vote.

Oli Smith, 10857 Andes Circle, stated that the addition would be constructed on the existing deck which has an area underneath that would remain open for water drainage. He explained that the existing deck has been there for eight years was designed to comply with the previous impervious coverage requirements. He stated that the City's current impervious coverage standards were too restrictive and have a negative effect on property values. He noted that if the Council were to considering raising the maximum allowed impervious coverage percentage that the proposed addition would likely comply with those standards. He stated that the back of his property is a designated conservation easement that he is not allowed to mow and is classified as a wetland so there are a lot of mosquitoes present in the summer. He added that he has planned to install a rain garden to handle additional runoff.

Mayor Tourville questioned where the proposed rain garden would be located on the property.

Mr. Smith responded that the City Engineer identified several possible locations on the property. He stated that the ordinance seems to be directed towards smaller lots and reiterated that the neighborhood was designed to comply with the previous standard of 30% maximum allowed impervious coverage. He explained that his neighbors support his plans for the addition.

Councilmember Madden asked when the impervious surface standards were going to be reviewed by staff and brought back to the Council for further discussion.

Mr. Thureen explained that engineering staff have had discussions with various consulting firms and are in the process of collecting the necessary information.

Councilmember Madden commented that the 20% maximum is too restrictive, especially on a larger lot. He stated that he favors the applicant's request, but would have a hard time approving it without a hardship.

Mayor Tourville agreed that the current percentage is too restrictive and suggested that the hardship may be that the request is being considered under the current impervious surface regulations when the applicant is only replacing the existing deck with a screen porch and is not proposing to add anything that is not already there. He stated that the rain garden is a good amenity.

Councilmember Piekarski Krech noted that the applicant's inability to mow in the conservation area may contribute to the health and safety issue.

Councilmember Grannis stated that it would be a hard to approve the request without a legal hardship. He suggested that Council direct staff to send the ordinance back to the Planning Commission to consider increasing the maximum allowed impervious surface coverage on an interim basis.

Councilmember Piekarski Krech stated that she would be willing to support an interim percentage of 25%.

Councilmember Madden agreed that he would support an interim increase to 25%.

Mr. Kuntz suggested that perhaps the Planning Commission should consider an allowable percentage range and landowners that request impervious coverage outside of, or beyond that range would need to obtain a Conditional Use Permit.

Motion by Madden, second by Piekarski Krech, to extend the sixty-day deadline and table the item to July 27, 2009

Ayes: 4
Nays: 0 Motion carried.

Motion by Madden, second by Grannis, to direct the Planning Commission to consider changing the maximum impervious surface coverage standards to a percentage within a range of 20-30% and to consider that requests not meeting the revised standards would require a Conditional Use Permit.

Ayes: 4
Nays: 0 Motion carried.

D. MGT DEVELOPMENT; Consider a PUD Amendment to the Site Plan for Lot 1, Block 1, Argenta Hills located on the north side of Hwy 52/55, west of Hwy. 3

Mr. Link stated that MGT Development submitted a revised plan for Lot 1, Block 1, of Argenta Hills. He explained that the revised plan consists of reducing size of the Target Store from 176,409 to 134,800 square feet, changing the location of the main pedestrian walkway one parking aisle to the south, and changing the elevation of the building to reflect the smaller store. He stated that the floor ratio area of the PUD would be reduced from 20% to 17%. He explained that the reduction in building size, reduced FAR, and changes to the parking lot and building exterior do not have a negative impact on the overall PUD or to the Northwest Area Quadrant as a whole. He added that stormwater design and management would not be affected. He noted that would be no financial impact with the reduced building size because permit fees were paid based on the larger footprint and no refund of fees is being requested. He stated that both Planning staff and the Planning Commission recommended approval of the PUD Amendment.

Councilmember Piekarski Krech questioned how the proposed building size would compare to the store located in West St. Paul.

Greg Munson, MGT Development, responded that the West St. Paul store is approximately 175,000 square feet.

Mayor Tourville clarified that the Target corporation feels that the revised footprint will work better in this area.

Councilmember Piekarski Krech expressed concerns regarding job impact and reductions to product lines offered because of the scaled down version of the store. She stated that people would continue to shop at the West St. Paul location if the new location did not offer the same amenities.

Mr. Munson reiterated that Target feels the amended footprint will better serve the area. He explained that the main difference will be that bakery and deli products will be brought in rather than prepared onsite. Jackie Bell, Target Development Manager, explained that the proposed layout has been studied extensively and it has tested and been received very well by Target customers. She stated that there will be an appropriate mix of items suited for the consumers in the area and that Target will continue to be the one-stop shopping experience that their customers want.

Mr. Madden stated that the Target Corporation wants a store to be located in Inver Grove Heights and he trusts that they understand the market know which products to provide to make the store successful.

Councilmember Piekarski Krech stated that she wants to make sure that the residents of the City are being served and that they will not view the changes as that the City is getting a lesser product.

Mr. Munson stated that they want to see the project continue to move forward and to that end have continued to meet every condition in the development contract even though construction was delayed.

Councilmember Piekarski Krech asked when the store would be built if the PUD Amendment was approved.

Ms. Bell responded that the store would be scheduled to open in October of 2010.

Councilmember Madden stated that getting the project started would increase the tax base and start to create jobs.

Mayor Tourville agreed that supporting the amendment would get development started again and feels

it would be positive for the City.

Motion by Madden, second by Tourville, to adopt Resolution No. 09-92 approving a PUD Amendment to the Site Plan for Lot 1, Block 1, Argenta Hills, located on the north side of Hwy. 52/55, west of Hwy. 3

Councilmember Grannis stated that he would be voting against the PUD Amendment because he feels that the developer promised the City everything to get what they wanted and now they are changing what was originally promised.

Ayes: 3
Nays: 1 (Grannis) Motion carried.

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Consider Resolution Authorizing the City Administrator to Approve Change Order Requests for Public Safety Addition/City Hall Renovation Construction in an Amount up to $15,000

Ms. Teppen explained that in order to facilitate the construction of the Public Safety addition and the remodeling of City Hall, staff recommended that the City Administrator be authorized to approve change order requests in an amount of up to $15,000. She stated that any delay by the City will give the contractor the ability to request additional time as it relates to the liquidated damages clause of the contract. She added that the Architect and the Owner's Representative both indicated that they have seen this level of authority issued in similarly sized public projects. She noted that staff intends to compile all change order requests that fall below the $15,000 threshold and present them to the City Council for informational purposes.

Councilmember Piekarski Krech stated that she would like to impose a cap of $50,000 on requests approved by the City Administrator.

Ms. Teppen responded that the staff is very aware of the sensitive nature of change order requests and stated that any request from the contractor would be carefully reviewed by the Architect and Owner's Representative before it is presented for approval.

Mayor Tourville suggested that staff update the City Council regarding the status of the project at every regular Council meeting.

Councilmember Grannis commented that the Council could also be informed of change order requests via the Friday update memo.

Motion by Grannis, second by Piekarski Krech, to adopt Resolution No. 09-97 authorizing the City Administrator to approve change order requests in an amount not to exceed $15,000 without City Council approval upon the City Administrator making a reasonable determination that the proposed change order needs to be approved before the next subsequent City Council meeting for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ayes: 4
Nays: 0 Motion carried.

PUBLIC WORKS:

F. CITY OF INVER GROVE HEIGHTS; Consider Resolution Accepting Bids and Awarding Contract for 2009 Pavement Management Program, City Project No. 2009-09D, South Grove Urban Street Reconstruction, Area 4

Mr. Thureen stated that thirteen bids were received for the project and the low base bid of $2,337,229.24 was submitted by Arcon Construction Co., Inc. He explained that four bid alternates were considered for the project and staff recommended proceeding with bid alternate number three in the amount of

$43,400.00. He stated that the combined low bid (base bid and bid alternate three) was submitted by Arcon Construction, Co., Inc. with a total cost of $2,380,629.24. He noted that the combined low bid was 23% less than the engineer's estimate was $3,100,242.00.

Councilmember Grannis asked if a rain garden could be added at Oakwood Park at a later date to potentially save money.

Mr. Thureen responded that it would be a good opportunity to have City staff attempt to build the raingarden rather than utilizing the services of an outside source.

Mayor Tourville clarified that bid alternates 1 and 4 were related and could be done in the future.

Motion by Piekarski Krech, second by Madden, adopt Resolution No. 09-93 Accepting Bids and Awarding Contract to Argon Construction, Co. for the 2009 Pavement Management Program, City Project No. 2009-09D, South Grove Urban Street Reconstruction, Area 4 in the amount of $2,380,629.24

Ayes: 4
Nays: 0 Motion carried.

G. CITY OF INVER GROVE HEIGHTS; Consider Resolution Accepting Proposal from American Engineering Testing, Inc. for Geotechnical Testing Services for the 2009 Pavement Management Program, City Project No. 2009-09D, South Grove Urban Street Reconstruction, Area 4

Mr. Thureen explained that a proposal for geotechnical testing services was submitted by American Engineering Testing in the amount of $26,930. He noted that the prices included geotechnical services for Alternate 3, Oakwood Park Parking Lot.

Motion by Madden, second by Grannis, to adopt Resolution No. 09-94 accepting the proposal from American Engineering Testing, Inc. in the amount of $26, 930.00 for Geotechnical Testing Services for the 2009 Pavement Management Program, City Project No. 2009-09D, South Grove Urban Street Reconstruction, Area 4

Ayes: 4
Nays: 0 Motion carried.

H. CITY OF INVER GROVE HEIGHTS; Consider Resolution Accepting Proposal from Gorman Surveying, Inc. for Construction Staking Services for the 2009 Pavement Management Program, City Project No. 2009-09D, South Grove Urban Street Reconstruction, Area 4

Mr. Thureen explained that due to the amount and complexity of work involved with a reconstruction project of this magnitude, the City Engineering Division is not staffed to perform the work in-house. He stated that Gorman Surveying, Inc. submitted a proposal in the amount of $21,520.15 for construction staking that would include the Oakwood Park parking lot.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 09-95 Accepting the Proposal from Gorman Surveying, Inc. for Construction Staking Services for the 2009 Pavement Management Program, City Project No. 2009-09D, South Grove Urban Street Reconstruction, Area 4 in the amount of $21,520.15

Ayes: 4
Nays: 0 Motion carried.

I. CITY OF INVER GROVE HEIGHTS; Consider Resolution Receiving the Feasibility Report and Scheduling a Public Hearing for City Project No. 2009-11, Concord Boulevard Improvement, from 65th Street East to the Corporate Boundary with the City of South St. Paul

Mr. Thureen explained that Concord Boulevard is proposed to be upgraded by Dakota County from Corcoran Path to I-494 in South St. Paul. He stated that the City entered into an agreement with the County for engineering, right-of-way acquisition and highway construction for the third and final phase of

the project, located in both Inver Grove Heights and South St. Paul. He explained that the Council authorized preparation of a feasibility study to identify non-reimbursable City project costs and potential funding sources

Motion by Piekarski Krech, second by Grannis, to adopt Resolution No. 09-96 receiving the feasibility report and scheduling a public hearing for City Project No. 2009-11, Concord Boulevard Improvement, from 65th Street East to the Corporate Boundary with the City of South St. Paul

Ayes: 4
Nays: 0 Motion carried.

J. CITY OF INVER GROVE HEIGHTS; Golf Course Audit

Councilmember Grannis asked where staff would advertise the Request for Proposals.

Mr. Carlson responded that staff would advertise in the Southwest Review and actively seek different consultants. He noted that the request would also be posted on the City's website.

Councilmember Grannis clarified that this would be a performance or operational audit, not a financial audit.

Motion by Grannis, second by Piekarski Krech, to authorize advertisement of RFP for an operational audit of Inverwood Golf Course

Ayes: 4
Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Grannis asked if a special meeting should be scheduled to interview the Citizen Advisory Commission applicants.

Councilmember Piekarski Krech suggested that the Council could meet the applicants starting at 7:00 p.m. on May 26, 2009.

Mayor Tourville requested that the item be added to the work session agenda.

Councilmember Grannis asked that all of the applications be sent to the Council on Friday, May 15th.

9. ADJOURN: Motion by Grannis, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 12:10 a.m.

AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Cathy Shea 651-450-2521	X	Amount included in current budget
Prepared by:	Cathy Shea Asst. Finance Director		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of May 7, 2009 to May 20, 2009.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 20, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	$252,449.55
Debt Service & Capital Projects	444,144.97
Enterprise & Internal Service	244,480.25
Escrows	15,576.91
Grand Total for All Funds	$956,651.68

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

Attached to this summary for your action is a resolution approving the disbursements for the period May 7, 2009 to May 20, 2009, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING MAY 20, 2009

WHEREAS, a list of disbursements for the period ending May 20, 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	$	252,449.55
Debt Service & Capital Projects		444,144.97
Enterprise & Internal Service		244,480.25
Escrows		15,576.91
Grand Total for All Funds	$	956,651.68

Adopted by the City Council of Inver Grove Heights this 26th day of May, 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
05/11/2009	94116	TEQUILA MEXICAN RESTAUR	city of inver grove hgts	101-1000-413.50-75		5/2009	63.26
						* Total	63.26
05/13/2009	94117	ACE PAINT & HARDWARE	acct 1126	101-4200-423.40-42		5/2009	5.50
						* Total	5.50
05/13/2009	94119	ADVANCED GRAPHIX, INC.	inver grove hgts pd	101-4000-421.60-40		5/2009	190.00
						* Total	190.00
05/13/2009	94121	AUGE, DEANNA	inver grove hgts pd	101-4000-421.30-70		5/2009	44.92
						* Total	44.92
05/13/2009	94123	BILLMEYER, JESSICA	lunch - training	101-4000-421.50-75		5/2009	28.12
						* Total	28.12
05/13/2009	94125	BOTTEN, HEATHER	mileage/parking	101-3200-419.50-80		5/2009	201.80
						* Total	201.80
05/13/2009	94127	BUREAU OF CRIMINAL APPR	city of inver grove hgts	101-4000-421.50-80		5/2009	100.00
						* Total	100.00
05/13/2009	94131	CITY OF SAINT PAUL	inver grove hgts	101-5200-443.60-16		5/2009	2,505.80
						* Total	2,505.80
05/13/2009	94133	COPY RIGHT	city of inver grove hgts	101-4000-421.50-30		5/2009	72.50
			city of inver grove hgts	101-4000-421.50-30		5/2009	178.72
						* Total	251.22
05/13/2009	94135	CULLIGAN	acct 157984591006	101-4200-423.60-65		5/2009	5.28
						* Total	5.28
05/13/2009	94136	CULLIGAN	acct 157984591188	101-4200-423.60-65		5/2009	4.50
						* Total	4.50
05/13/2009	94138	DAKOTA CTY PROPERTY REC	city of inver grove hgts	101-1100-413.50-25		5/2009	92.00
			city of inver grove hgts	101-1100-413.50-25		5/2009	230.00
						* Total	322.00
05/13/2009	94141	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		5/2009	24.98
						* Total	24.98
05/13/2009	94145	EMMERICH, JENNIFER	parking/lunch/mileage	101-3200-419.50-80		5/2009	57.62
						* Total	57.62
05/13/2009	94147	FEDEX KINKO'S	ACCT 9980016701	101-2000-415.50-30		5/2009	106.48
						* Total	106.48
05/13/2009	94148	G & K SERVICES	ACCT 7494701	101-5200-443.60-45		5/2009	49.32
			ACCT 7494701	101-6000-451.60-45		5/2009	60.58
						* Total	109.90
05/13/2009	94151	GOVERNMENT FINANCE OFFI	member cathy shea	101-2000-415.50-70		5/2009	150.00
						* Total	150.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/13/2009	94154	HUNTING, ALLAN	parking/lunch/mileage	101-3200-419.50-80		5/2009	105.11
						* Total	105.11
05/13/2009	94155	IAAI	MEMBER; JEFF SCHADEGG	101-4200-423.50-70		5/2009	75.00
						* Total	75.00
05/13/2009	94157	IMAGE TREND INC	inver grove hgts fd	101-4200-423.30-70		5/2009	440.00
						* Total	440.00
05/13/2009	94161	J & J EMBLEM, INC.	INVER GROVE HGTS FD	101-4200-423.60-45		5/2009	697.50
						* Total	697.50
05/13/2009	94164	KAPLAN, RICK	overpmt-bldg permit	101-0000-322.10-00		5/2009	180.00
			overpmt-bldg permit	101-0000-322.15-00		5/2009	117.00
						* Total	297.00
05/13/2009	94165	KAT-KEY'S LOCK & SAFE C	inver grove hgts	101-2000-415.60-40		5/2009	20.70
						* Total	20.70
05/13/2009	94170	LEXISNEXIS	acct 1369635	101-4000-421.50-20		5/2009	49.40
						* Total	49.40
05/13/2009	94172	LINK, THOMAS	parking/mileage	101-3000-419.50-65		5/2009	61.35
			apa conference fee	101-3000-419.50-75		5/2009	13.00
						* Total	74.35
05/13/2009	94179	METROPOLITAN COUNCIL EN	city of inver grove hgts	101-0000-341.40-00		5/2009	80.00-
						* Total	80.00-
05/13/2009	94180	MNSCU/MRTC	scott wood	101-4200-423.30-70		5/2009	175.00
						* Total	175.00
05/13/2009	94182	MOORE MEDICAL LLC	acct 21185816	101-4200-423.60-65		5/2009	310.23
						* Total	310.23
05/13/2009	94193	PLAYPOWER LT FARMINGTON	inver grove hgts	101-6000-451.40-47		5/2009	942.53
						* Total	942.53
05/13/2009	94196	QWEST	acct 6121258143	101-4000-421.50-20		5/2009	78.84
						* Total	78.84
05/13/2009	94203	SCHWAAB, INC	acct 9825c	101-3300-419.60-40		5/2009	418.39
						* Total	418.39
05/13/2009	94205	STEENBERG, LUKE	meal - fdic	101-4200-423.50-75		5/2009	37.00
						* Total	37.00
05/13/2009	94206	STRAIGHT RIVER MEDIA	city of inver grove hgts	101-1100-413.50-32		5/2009	900.00
						* Total	900.00
05/13/2009	94209	TERRI KENISON	inver grove hgts fd	101-4200-423.40-40		5/2009	905.25
						* Total	905.25

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/13/2009	94210	TIMESAVER OFF SITE SECR	inver grove hgts	101-1100-413.30-70		5/2009	358.50
						* Total	358.50
05/13/2009	94212	TRANS UNION LLC	accct 0924v0008542	101-1100-413.30-70		5/2009	12.60
						* Total	12.60
05/13/2009	94213	TWIN CITIES OCCUPATIONA	acct n261251001589	101-1100-413.30-50		5/2009	25.00
						* Total	25.00
05/13/2009	94219	WEBER, JOE	pvc - storage	101-4200-423.40-42		5/2009	56.21
						* Total	56.21
05/13/2009	94222	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		5/2009	32.88
						* Total	32.88
05/13/2009	94223	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		5/2009	32.07
						* Total	32.07
05/13/2009	94224	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		5/2009	122.17
						* Total	122.17
05/13/2009	94225	XCEL ENERGY	acct 5152791130	101-5200-443.40-20		5/2009	127.83
			acct 5152791130	101-5400-445.40-20		5/2009	8,787.83
						* Total	8,915.66
05/20/2009	94330	ACE PAINT & HARDWARE	cust 1126	101-6000-451.60-16		5/2009	21.26
			cust 1126	101-6000-451.60-16		5/2009	33.30
						* Total	54.56
05/20/2009	94331	AEARO CO/AOSAFETY	acct 5918140	101-5100-442.60-45		5/2009	119.00
						* Total	119.00
05/20/2009	94332	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		5/2009	898.22
						* Total	898.22
05/20/2009	94338	BAARS MECHANICAL, INC.	inver grove hgts	101-6000-451.40-40		5/2009	880.00
						* Total	880.00
05/20/2009	94342	BENSON SEPTIC SERVICE	inver grove parks	101-6000-451.40-40		5/2009	625.00
						* Total	625.00
05/20/2009	94357	DAKOTA CTY FINANCIAL SV	inver grove hgts	101-6000-451.70-50		5/2009	10,634.00
						* Total	10,634.00
05/20/2009	94359	DAKOTA CTY TECH COLLEGE	inver grove hgts pd	101-4000-421.50-80		5/2009	840.00
						* Total	840.00
05/20/2009	94360	DAKOTA CTY TREASURER	1st qtr utilites	101-5400-445.40-20		5/2009	364.17
						* Total	364.17
05/20/2009	94361	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		5/2009	130.28
						* Total	130.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/20/2009	94362	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		5/2009	81.17
						* Total	81.17
05/20/2009	94363	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-20		5/2009	349.70
						* Total	349.70
05/20/2009	94364	DANNER LANDSCAPING	inver grove hgts	101-6000-451.60-16		5/2009	532.50
						* Total	532.50
05/20/2009	94372	ERS DIGITAL	acct 900560	101-5100-442.50-30		5/2009	435.95
						* Total	435.95
05/20/2009	94379	G & K SERVICES	cust 7494701	101-5200-443.60-45		5/2009	103.09
			cust 7494701	101-6000-451.60-45		5/2009	54.47
						* Total	157.56
05/20/2009	94383	GERTENS	acct 103566	101-6000-451.40-40		5/2009	184.08
			acct 103566	101-6000-451.60-65		5/2009	69.93
						* Total	254.01
05/20/2009	94387	HEALTH PARTNERS	city of inver grove hgts	101-0000-203.07-00		5/2009	81,285.76
			city of inver grove hgts	101-0000-203.08-00		5/2009	6,615.68
						* Total	87,901.44
05/20/2009	94388	HEALTH PARTNERS	city of inver grove hgts	101-0000-203.07-00		5/2009	2,068.05
			city of inver grove hgts	101-0000-203.08-00		5/2009	214.48
						* Total	2,282.53
05/20/2009	94398	JRK SEED & TURF SUPPLY	inver grove hgts	101-6000-451.60-16		5/2009	749.76
			inver grove hgts	101-6000-451.60-30		5/2009	110.20
			city of inver grove	101-5200-443.60-16		5/2009	191.70
						* Total	1,051.66
05/20/2009	94399	KERN, DEWENTER, VIERE,	city of inver grove hgts	101-2000-415.30-10		5/2009	4,630.00
						* Total	4,630.00
05/20/2009	94400	KIMBALL MIDWEST	acct 222006	101-6000-451.60-65		5/2009	131.00
						* Total	131.00
05/20/2009	94403	LEAGUE OF MN CITIES	city of inver grove	101-1000-413.50-75		5/2009	350.00
						* Total	350.00
05/20/2009	94407	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		5/2009	120.00
			client 81000e	101-1000-413.30-42		5/2009	11,622.25
			client 81000e	101-2000-415.30-42		5/2009	128.00
			client 81000e	101-3200-419.30-42		5/2009	3,304.00
			client 81000e	101-3300-419.30-42		5/2009	97.00
			client 81000e	101-4000-421.30-42		5/2009	1,148.00
			client 81000e	101-5000-441.30-42		5/2009	5,436.19
			client 81000e	101-6000-451.30-42		5/2009	362.00
						* Total	22,217.44
05/20/2009	94408	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		5/2009	19,524.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	19,524.40
05/20/2009	94411	LILLIE SUBURBAN NEWSPAP	acct 1363	101-1100-413.50-25		5/2009	15.75
			acct 1363	101-1100-413.50-25		5/2009	6.40
						* Total	22.15
05/20/2009	94413	MCCARTHY WELL COMPANY	inver grove hgts	101-6000-451.40-40		5/2009	435.00
						* Total	435.00
05/20/2009	94415	METRO ATHLETIC SUPPLY	acct inv350	101-6000-451.60-65		5/2009	1,949.91
						* Total	1,949.91
05/20/2009	94419	MN GLOVE & SAFETY, INC.	acct ctinvp	101-6000-451.60-45		5/2009	51.84
						* Total	51.84
05/20/2009	94421	MN STATE RETIREMENT SYS	city of inver grove hgts	101-0000-203.22-00		5/2009	3,977.35
						* Total	3,977.35
05/20/2009	94422	MOST DEPENDABLE FOUNTAI	city of inver grove hgts	101-6000-451.40-47		5/2009	392.50
						* Total	392.50
05/20/2009	94423	MTI DISTRIBUTING CO	acct 91180	101-6000-451.40-47		5/2009	118.88
			acct 91180	101-6000-451.40-47		5/2009	511.65
			acct 91180	101-6000-451.40-47		5/2009	106.34
			acct 91180	101-6000-451.40-47		5/2009	631.64
			acct 91180	101-6000-451.40-47		5/2009	181.26
						* Total	1,549.77
05/20/2009	94424	NATURE CALLS, INC.	city of inver grove hgts	101-6000-451.40-65		5/2009	1,056.90
						* Total	1,056.90
05/20/2009	94432	PINKY'S SEWER SERVICE I	city of inver grove hgts	101-6000-451.40-40		5/2009	1,200.00
			city of inver grove hgts	101-6000-451.40-40		5/2009	275.00
						* Total	1,475.00
05/20/2009	94442	RHINO INDUSTRIES, INC.	city of inver grove hgts	101-6000-451.60-65		5/2009	141.54
						* Total	141.54
05/20/2009	94446	SEVEN CORNERS HARDWARE,	city of inver grove hgts	101-6000-451.60-40		5/2009	39.35
						* Total	39.35
05/20/2009	94447	SOUTH EAST TOWING	city of inver grove hgts	101-4000-421.60-65		5/2009	85.40
						* Total	85.40
05/20/2009	94448	SOUTH ST PAUL STEEL SUP	city of inver grove hgts	101-6000-451.60-16		5/2009	117.26
						* Total	117.26
05/20/2009	94449	SOUTH ST PAUL, CITY OF	city of inver grove hgts	101-0000-207.09-00		5/2009	33.00
						* Total	33.00
05/20/2009	94454	T MOBILE	acct 494910368	101-5100-442.50-20		5/2009	49.99
						* Total	49.99

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/20/2009	94459	ULINE	acct 4799308	101-3300-419.60-40		5/2009	255.54
						* Total	255.54
05/20/2009	94460	UNITED WAY	city of inver grove	101-0000-203.13-00		5/2009	348.00
						* Total	348.00
05/20/2009	94462	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		5/2009	29.65
						* Total	29.65
05/20/2009	94466	WEBBER RECREATIONAL DES	city of inver grove hgts	101-6000-451.60-65		5/2009	69.23
						* Total	69.23
05/20/2009	94471	ZEE MEDICAL SERVICE	cust 701	101-4000-421.60-65		5/2009	91.59
						* Total	91.59
				85 Checks	** Fund Total		185,788.33
05/13/2009	94179	METROPOLITAN COUNCIL EN	city of inver grove hgts	404-0000-217.00-00		5/2009	8,000.00
						* Total	8,000.00
				1 Checks	** Fund Total		8,000.00
05/13/2009	94163	KALLIN, TERRY	city of inver grove hgts	423-5903-723.30-70	0303	5/2009	286.30
						* Total	286.30
05/13/2009	94187	O'TOOLE, MICHAEL	city of inver grove hgts	423-5903-723.30-70	0303	5/2009	270.90
						* Total	270.90
05/20/2009	94401	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	423-5903-723.30-30	0303	5/2009	7,727.54
						* Total	7,727.54
05/20/2009	94407	LEVANDER, GILLEN & MILL	client 81000e	423-5903-723.30-42	0303	5/2009	2,970.55
						* Total	2,970.55
05/20/2009	94448	SOUTH ST PAUL STEEL SUP	acct 100202	423-5903-723.30-70	0303	5/2009	71.79
						* Total	71.79
				5 Checks	** Fund Total		11,327.08
05/07/2009	94114	DAKOTA CTY ABSTRACT & T	6535 doffling avenue e	425-5911-725.80-10	9811	5/2009	218,496.63
						* Total	218,496.63
05/20/2009	94371	EMMONS & OLIVIER RESOUR	city of inver grove	425-5907-725.30-70	0507	5/2009	539.00
						* Total	539.00
05/20/2009	94435	PRAIRIE RESTORATIONS, I	city of inver grove hgts	425-5907-725.80-30	0507	5/2009	1,350.00
						* Total	1,350.00
				3 Checks	** Fund Total		220,385.63
05/20/2009	94407	LEVANDER, GILLEN & MILL	client 81000e	427-5917-727.30-42	0717	5/2009	1,268.55
						* Total	1,268.55

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/20/2009	94441	REED BUSINESS INFORMATI	bill 821155	427-5917-727.50-25	0717	5/2009	265.68
						* Total	265.68
				2 Checks	** Fund Total		1,534.23
05/13/2009	94167	KRECH, O'BRIEN, MUELLER	city of inver grove	428-5918-728.30-70	0818	5/2009	14,013.80
						* Total	14,013.80
05/20/2009	94340	BARR ENGINEERING COMPAN	city of inver grove	428-5910-728.30-30	0810	5/2009	781.33
						* Total	781.33
05/20/2009	94407	LEVANDER, GILLEN & MILL	client 81000e	428-5910-728.30-42	0810	5/2009	62.60
			client 81000e	428-5911-728.30-42	0811	5/2009	5,207.00
						* Total	5,269.60
05/20/2009	94411	LILLIE SUBURBAN NEWSPAP	acct 1363	428-5911-728.50-25	0811	5/2009	81.60
						* Total	81.60
				4 Checks	** Fund Total		20,146.33
05/20/2009	94344	BONESTROO, ROSENE, ANDE	city of inver grove hgts	429-5923-729.30-30	0923	5/2009	3,571.50
						* Total	3,571.50
05/20/2009	94407	LEVANDER, GILLEN & MILL	client 81000e	429-5901-729.30-42	0901	5/2009	122.00
						* Total	122.00
				2 Checks	** Fund Total		3,693.50
05/13/2009	94147	FEDEX KINKO'S	ACCT 9980016701	440-5900-740.50-30	0909B	5/2009	5.47
						* Total	5.47
05/20/2009	94358	DAKOTA CTY SOIL & WATER	city of inver grove hgts	440-5900-740.30-70	0909D	5/2009	300.00
						* Total	300.00
05/20/2009	94392	HYDRANT SPECIALIST, INC	city of inver grove	440-5900-740.30-70	0809D	5/2009	2,850.00
						* Total	2,850.00
05/20/2009	94407	LEVANDER, GILLEN & MILL	client 81000e	440-5900-740.30-42	0909D	5/2009	729.50
						* Total	729.50
05/20/2009	94411	LILLIE SUBURBAN NEWSPAP	acct 1363	440-5900-740.50-25	0909A	5/2009	28.80
			acct 1363	440-5900-740.50-25	0909B	5/2009	28.80
			acct 1363	440-5900-740.50-25	0909D	5/2009	36.80
						* Total	94.40
05/20/2009	94418	METZEN APPRAISALS	city of inver grove	440-5900-740.30-70	0809F	5/2009	3,000.00
						* Total	3,000.00
05/20/2009	94441	REED BUSINESS INFORMATI	acct 821155	440-5900-740.50-25	0909A	5/2009	457.56
			acct 821155	440-5900-740.50-25	0909B	5/2009	457.56
						* Total	915.12
				7 Checks	** Fund Total		7,894.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/20/2009	94449	SOUTH ST PAUL, CITY OF	city of inver grove hgts	441-0000-207.08-00		5/2009	40.50
						* Total	40.50
				1 Checks	** Fund Total		40.50
05/20/2009	94451	ST CROIX TREE SERVICE	city of inver grove hgts	443-5900-743.60-16		5/2009	599.06
						* Total	599.06
				1 Checks	** Fund Total		599.06
05/20/2009	94334	AMES CONSTRUCTION INC	nw trunk utility improve	446-5915-746.80-30	0315	5/2009	169,853.95
						* Total	169,853.95
05/20/2009	94407	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	5/2009	670.20
						* Total	670.20
				2 Checks	** Fund Total		170,524.15
05/13/2009	94148	G & K SERVICES	ACCT 7494701	501-7100-512.60-45		5/2009	30.58
						* Total	30.58
05/13/2009	94226	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		5/2009	2,205.41
			acct 5160987097	501-7100-512.40-20		5/2009	9,852.73
						* Total	12,058.14
05/20/2009	94337	AUTOMATIC ENTRANCE SYST	city of inver grove hgts	501-7100-512.40-42		5/2009	478.20
						* Total	478.20
05/20/2009	94338	BAARS MECHANICAL, INC.	city of inver grove hgts	501-7100-512.30-70		5/2009	123.98
						* Total	123.98
05/20/2009	94339	BALDWIN SUPPLY CO	cust 1741	501-7100-512.40-40		5/2009	21.02
			cust 1741	501-7100-512.40-40		5/2009	37.43
						* Total	58.45
05/20/2009	94379	G & K SERVICES	cust 7494701	501-7100-512.60-45		5/2009	30.58
						* Total	30.58
05/20/2009	94384	GOPHER STATE ONE-CALL	cust cinght1	501-7100-512.30-70		5/2009	974.40
						* Total	974.40
05/20/2009	94411	LILLIE SUBURBAN NEWSPAP	acct 1363	501-7100-512.50-25		5/2009	19.20
						* Total	19.20
05/20/2009	94441	REED BUSINESS INFORMATI	acct 821155	501-7100-512.50-25		5/2009	154.98
						* Total	154.98
05/20/2009	94449	SOUTH ST PAUL, CITY OF	city of inver grove hgts	501-7100-512.40-05		5/2009	159.60
						* Total	159.60
05/20/2009	94464	VALLEY-RICH CO, INC	acct igh	501-7100-512.40-46		5/2009	3,959.50
			acct igh	501-7100-512.40-46		5/2009	2,021.31
						* Total	5,980.81

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				11 Checks	** Fund Total		20,068.92
05/13/2009	94139	DAKOTA CTY TREASURER	city of inver grove hgts	502-0000-207.01-00		5/2009	40.00
						* Total	40.00
05/13/2009	94148	G & K SERVICES	ACCT 7494701	502-7200-514.60-45		5/2009	13.10
						* Total	13.10
05/13/2009	94226	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		5/2009	359.67
						* Total	359.67
05/20/2009	94343	BOCKSTRUCK, ROBERT & KI	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	2.46
						* Total	2.46
05/20/2009	94347	BURNET TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	175.69
						* Total	175.69
05/20/2009	94348	BUSH, LORETTA	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	40.67
						* Total	40.67
05/20/2009	94366	DEUTSCHE BANK NATL TRUS	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	2.21
						* Total	2.21
05/20/2009	94367	DEUTSCHE BANK NATL TRUS	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	45.09
						* Total	45.09
05/20/2009	94368	EDINA REALTY TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	62.59
						* Total	62.59
05/20/2009	94375	FIRST AMERICAN TITLE IN	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	88.91
						* Total	88.91
05/20/2009	94379	G & K SERVICES	cust 7494701	502-7200-514.60-45		5/2009	13.10
						* Total	13.10
05/20/2009	94416	METROPOLITAN COUNCIL	cust 5084	502-7200-514.40-15		5/2009	114,043.79
						* Total	114,043.79
05/20/2009	94430	PARO, RALPH & VALERIE	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	3.09
						* Total	3.09
05/20/2009	94449	SOUTH ST PAUL, CITY OF	city of inver grove hgts	502-7200-514.40-15		5/2009	358.23
						* Total	358.23
05/20/2009	94455	TANGLETOWN REALTY	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	9.81
						* Total	9.81
05/20/2009	94458	TITLESMART INC	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009	76.95
						* Total	76.95
				16 Checks	** Fund Total		115,335.36
05/13/2009	94132	COLLEGE CITY BEVERAGE	acct 3592	503-8300-524.76-15		5/2009	329.80

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	329.80
05/13/2009	94140	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		5/2009	167.57
						* Total	167.57
05/13/2009	94149	G & K SERVICES	ACCT 0157401	503-8600-527.60-45		5/2009	79.18
						* Total	79.18
05/13/2009	94150	GEMPLER'S INC.	acct 992	503-8600-527.60-65		5/2009	57.85
						* Total	57.85
05/13/2009	94152	GRANDMA'S BAKERY	ACCT 24400	503-8300-524.76-05		5/2009	57.27
			ACCT 24400	503-8300-524.76-05		5/2009	104.22
			ACCT 24400	503-8300-524.76-05		5/2009	150.79
						* Total	312.28
05/13/2009	94168	LAWSON PRODUCTS, INC.	acct 29554785523	503-8600-527.40-42		5/2009	35.23-
			acct 29554785523	503-8600-527.40-42		5/2009	321.78
						* Total	286.55
05/13/2009	94169	LEITNER COMPANY	inverwood golf	503-8600-527.60-20		5/2009	369.09
			inverwood golf	503-8600-527.60-20		5/2009	390.43
						* Total	759.52
05/13/2009	94174	M. AMUNDSON LLP	acct 902858	503-8300-524.76-05		5/2009	224.15
						* Total	224.15
05/13/2009	94175	MARK VII DISTRIBUTORS I	acct 75606	503-8300-524.76-15		5/2009	114.00
						* Total	114.00
05/13/2009	94177	MCMURCHIE, AL	binders	503-8500-526.60-10		5/2009	76.08
						* Total	76.08
05/13/2009	94178	METRO CASH REGISTER SYS	inverwood golf course	503-8000-521.60-65		5/2009	7.47
						* Total	7.47
05/13/2009	94183	NATIONAL AUTOMATIC SPRI	acct 10460	503-8500-526.40-40		5/2009	255.00
						* Total	255.00
05/13/2009	94184	NATURE CALLS, INC.	inverwood golf course	503-8600-527.40-65		5/2009	102.60
						* Total	102.60
05/13/2009	94192	PGA OF AMERICA	member; leon otness	503-8500-526.50-70		5/2009	812.00
						* Total	812.00
05/13/2009	94204	SOUTH BAY DESIGN	inver wood golf course	503-8500-526.50-25		5/2009	15.00
						* Total	15.00
05/13/2009	94207	SUMMIT FOOD EQUIPMENT S	inverwood golf course	503-8300-524.40-42		5/2009	108.13
						* Total	108.13
05/13/2009	94211	TOLL GAS & WELDING SUPP	acct c1376	503-8600-527.40-42		5/2009	131.30
						* Total	131.30

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/13/2009	94215	US FOODSERVICE	acct 223000	503-8300-524.60-65		5/2009	362.84
			acct 223000	503-8300-524.76-05		5/2009	725.77
			acct 223000	503-8300-524.76-10		5/2009	91.43
						* Total	1,180.04
05/20/2009	94336	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65		5/2009	207.36
			acct 1726134	503-8300-524.60-65		5/2009	77.72
						* Total	285.08
05/20/2009	94353	COCA COLA BOTTLING COMP	acct 3079049	503-8300-524.76-15		5/2009	626.10
						* Total	626.10
05/20/2009	94354	COLLEGE CITY BEVERAGE	acct 3592	503-8300-524.76-15		5/2009	376.00
			city of inver grove	503-8300-524.76-15		5/2009	231.00
						* Total	607.00
05/20/2009	94356	CUSHMAN MOTOR COMPANY I	city of inver grove	503-8400-525.40-41		5/2009	95.46
						* Total	95.46
05/20/2009	94379	G & K SERVICES	acct 0157401	503-8600-527.60-45		5/2009	73.40
						* Total	73.40
05/20/2009	94380	GARY'S PEST CONTROL	inverwood golf	503-8500-526.40-40		5/2009	69.39
						* Total	69.39
05/20/2009	94381	GCSAA	member joel metz	503-8600-527.50-70		5/2009	480.00
						* Total	480.00
05/20/2009	94386	GRANDMA'S BAKERY	inverwood golf	503-8300-524.76-05		5/2009	54.88
			inverwood golf	503-8300-524.76-05		5/2009	65.20
			inverwood golf	503-8300-524.76-05		5/2009	60.42
			inverwood golf	503-8300-524.76-05		5/2009	49.34
			inverwood golf	503-8300-524.76-05		5/2009	49.34
			inverwood golf	503-8300-524.76-05		5/2009	49.34
			inverwood golf	503-8300-524.76-05		5/2009	65.20
			inverwood golf	503-8300-524.76-05		5/2009	60.42
			inverwood golf	503-8300-524.76-05		5/2009	49.34
			inverwood golf	503-8300-524.76-05		5/2009	19.32
						* Total	522.80
05/20/2009	94389	HEGGIES PIZZA	acct 1708	503-8300-524.76-05		5/2009	134.80
						* Total	134.80
05/20/2009	94395	JJ TAYLOR DIST. COMPANY	acct 834	503-8300-524.76-15		5/2009	110.00
			acct 834	503-8300-524.76-15		5/2009	218.60
						* Total	328.60
05/20/2009	94396	JOHN DEERE LANDSCAPES/L	acct 269520	503-8600-527.60-20		5/2009	207.68-
			acct 269520	503-8600-527.60-50		5/2009	535.70
			acct 269520	503-8600-527.60-20		5/2009	195.69
			acct 269520	503-8600-527.60-35		5/2009	346.07
			acct 269520	503-8600-527.60-35		5/2009	142.59
						* Total	1,012.37

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/20/2009	94405	LENTNER, GLEN	antenna & mp3 maint shop	503-8600-527.40-40		5/2009	45.07
						* Total	45.07
05/20/2009	94412	M. AMUNDSON LLP	acct 902858	503-8300-524.76-05		5/2009	224.15
						* Total	224.15
05/20/2009	94417	METZ, JOEL	safety shoes	503-8600-527.60-65		5/2009	125.80
						* Total	125.80
05/20/2009	94431	PERFORMANCE DRAFT BEER	city of inver grove hgts	503-8300-524.40-42		5/2009	30.00
						* Total	30.00
05/20/2009	94437	PRECISION TURF & CHEMIC	inverwood golf course	503-8600-527.60-35		5/2009	5,331.06
			inverwood golf course	503-8600-527.60-20		5/2009	1,980.90
						* Total	7,311.96
05/20/2009	94452	STATE CHEMICAL MANUFACT	cust 608507	503-8300-524.60-65		5/2009	235.58
						* Total	235.58
05/20/2009	94456	TDS METROCOM	cust 6514573667	503-8500-526.50-20		5/2009	279.74
						* Total	279.74
05/20/2009	94461	US FOODSERVICE	acct 223000	503-8300-524.60-65		5/2009	295.15
			acct 223000	503-8300-524.76-05		5/2009	405.97
						* Total	701.12
05/20/2009	94470	ZACK'S, INC.	inverwood golf	503-8600-527.60-12		5/2009	73.79
						* Total	73.79
				38 Checks	** Fund Total		18,280.73
05/13/2009	94118	ADAMS, JUDITH	luncheon	504-0000-227.10-00		5/2009	6.00
						* Total	6.00
05/13/2009	94120	ALDRIDGE, RYAN	city of inver grove hgts	504-6100-452.30-70	R40200	5/2009	66.00
						* Total	66.00
05/13/2009	94122	BARTZEN, THOMAS	city of inver grove hgts	504-6100-452.30-70	R40200	5/2009	66.00
						* Total	66.00
05/13/2009	94124	BOERNER, DOROTHY	lunch	504-0000-227.10-00		5/2009	12.00
						* Total	12.00
05/13/2009	94158	INDEPENDENT SCHOOL DIST	igh park & rec	504-6100-452.30-70	R40180	5/2009	368.57
						* Total	368.57
05/13/2009	94159	INDEPENDENT SCHOOL DIST	city of inver grove	504-0000-227.10-00		5/2009	1,034.00
						* Total	1,034.00
05/13/2009	94160	INVER GROVE HEIGHTS SEN	veterans memorial	504-0000-227.10-00		5/2009	24.00
						* Total	24.00
05/13/2009	94176	MCCORMICK, PAT	city of inver grove	504-6100-452.30-70	R40200	5/2009	66.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	66.00
05/13/2009	94181	MONETTE, AL	city of inver grove	504-6100-452.30-70	R40200	5/2009	66.00
						* Total	66.00
05/13/2009	94199	RUDIE, LAURINE	wsp senior center	504-0000-227.10-00		5/2009	49.00
						* Total	49.00
05/13/2009	94201	SAM'S CLUB	acct 7715090061606950	504-6100-452.60-09	R30300	5/2009	20.07-
						* Total	20.07-
05/13/2009	94202	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R40900	5/2009	303.41
						* Total	303.41
05/13/2009	94214	TWIN CITY TRUCK & VAN R	city of inver grove hgts	504-6100-452.40-50	R20100	5/2009	96.02
						* Total	96.02
05/13/2009	94220	WONICK, JUDY	mileage - mrpa seminar	504-6100-452.50-65	R90100	5/2009	35.76
						* Total	35.76
05/20/2009	94333	ALAN MERRICK'S SOCCER A	city of inver grove hgts	504-6100-452.30-70	R41050	5/2009	1,612.50
						* Total	1,612.50
05/20/2009	94345	BRITTAIN, SETH	softball leaguecanceled	504-0000-347.00-00	R50100	5/2009	600.00
						* Total	600.00
05/20/2009	94352	CHAMPIONSHIP PRODUCTS	igh parks	504-6100-452.60-45	R40900	5/2009	324.35
			igh parks	504-6100-452.60-45	R40900	5/2009	278.35
			igh parks	504-6100-452.60-45	R40900	5/2009	80.75
			igh parks	504-6100-452.60-45	R50320	5/2009	26.10
			igh parks	504-6100-452.60-45	R40900	5/2009	20.00
			igh parks	504-6100-452.60-45	R40100	5/2009	600.60
			igh parks	504-6100-452.60-45	R40100	5/2009	2,205.00
			igh parks	504-6100-452.60-45	R40100	5/2009	400.40
			igh parks	504-6100-452.60-45	R40100	5/2009	800.80
			igh parks	504-6100-452.60-45	R40100	5/2009	300.30
			igh parks	504-6100-452.60-45	R40100	5/2009	300.30
			igh parks	504-6100-452.60-45	R40100	5/2009	400.40
			igh parks	504-6100-452.60-45	R40100	5/2009	300.30
			igh parks	504-6100-452.60-45	R40100	5/2009	436.50
			cust igh parks & rec	504-6100-452.60-45	R50250	5/2009	121.80
			cust igh parks & rec	504-6100-452.60-45	R40100	5/2009	243.10
			cust igh parks & rec	504-6100-452.60-45	R40100	5/2009	121.55
			cust igh parks & rec	504-6100-452.60-45	R40100	5/2009	257.40
						* Total	7,218.00
05/20/2009	94376	FIRST IMPRESSION GROUP,	cust 3022	504-6100-452.50-30	R90100	5/2009	3,481.29
			cust 3022	504-6100-452.50-35	R90100	5/2009	24.80-
						* Total	3,456.49
05/20/2009	94415	METRO ATHLETIC SUPPLY	cust inv500	504-6100-452.60-09	R40100	5/2009	560.67
			cust inv500	504-6100-452.60-09	R40100	5/2009	474.24
						* Total	1,034.91

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/20/2009	94426	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	5/2009	93.11
						* Total	93.11
05/20/2009	94457	THOMPSON, NICK	gift cards	504-6100-452.50-70	R40200	5/2009	121.37
			gift cards	504-6100-452.60-09	R40340	5/2009	329.25
						* Total	450.62
				21 Checks	** Fund Total		16,638.32
05/13/2009	94130	CHOJNACKI, KEVIN	class canceled	505-0000-352.35-00	C40000	5/2009	25.00
						* Total	25.00
05/13/2009	94134	CRARY, AMY	mileage-mpra function	505-6200-453.50-65	C70000	5/2009	45.62
			class materials	505-6200-453.60-18	C70000	5/2009	30.00
						* Total	75.62
05/13/2009	94156	ICE SKATING INSTITUTE	city of inver grove	505-6200-453.50-70	C40000	5/2009	350.00
						* Total	350.00
05/13/2009	94191	OXYGEN SERVICE COMPANY,	acct 09684	505-6200-453.60-65	C16000	5/2009	12.55
			acct 09684	505-6200-453.60-65	C16000	5/2009	181.44
						* Total	193.99
05/13/2009	94194	PRECISION DATA SYSTEMS	bday invites	505-6200-453.50-30	C16000	5/2009	496.48
			bday invites/envelopes	505-6200-453.50-30	C16000	5/2009	473.00
						* Total	969.48
05/13/2009	94198	ROACH, RICK	mileage	505-6200-453.50-65	C25000	5/2009	12.10
						* Total	12.10
05/13/2009	94201	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-16	C70000	5/2009	21.07
			acct 7715090061606950	505-6200-453.60-65	C16000	5/2009	106.94
			acct 7715090061606950	505-6200-453.76-05	C30300	5/2009	360.86
						* Total	488.87
05/13/2009	94218	VISTAR CORPORATION	acct 10130236	505-6200-453.76-05	C30100	5/2009	106.58
			acct 10095779	505-6200-453.60-65	C16000	5/2009	16.98
			acct 10095779	505-6200-453.76-05	C30200	5/2009	194.27
			acct 10135003	505-6200-453.60-65	C30400	5/2009	20.46
			acct 10135003	505-6200-453.76-05	C30400	5/2009	786.61
			acct 10095779	505-6200-453.76-05	C30200	5/2009	204.35
			acct 10135003	505-6200-453.76-05	C30200	5/2009	75.36
						* Total	1,404.61
05/14/2009	94229	FIRST IMPRESSION GROUP,	postage	505-6200-453.50-35	C91000	5/2009	2,171.51
						* Total	2,171.51
05/20/2009	94335	AQUA LOGIC, INC.	igh park	505-6200-453.40-40	C25000	5/2009	225.00
						* Total	225.00
05/20/2009	94341	BEE ELITE GYMNASTICS	birthday party canceled	505-0000-352.29-00	C16000	5/2009	100.00
						* Total	100.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/20/2009	94346	BUETOW AND ASSOCIATES I	city of inver grove hgts	505-6200-453.30-20	C21000	5/2009	1,517.67
						* Total	1,517.67
05/20/2009	94352	CHAMPIONSHIP PRODUCTS	igh parks	505-6200-453.60-45	C81000	5/2009	67.65
						* Total	67.65
05/20/2009	94353	COCA COLA BOTTLING COMP	acct 3291552	505-6200-453.76-10	C30200	5/2009	373.90
			acct 3291552	505-6200-453.60-65	C30200	5/2009	108.00
			acct 3291552	505-6200-453.76-10	C30200	5/2009	101.40
			acct 3291552	505-6200-453.76-10	C30400	5/2009	805.75
						* Total	1,389.05
05/20/2009	94355	CULLIGAN	acct 157011438908	505-6200-453.60-16	C25000	5/2009	791.30
						* Total	791.30
05/20/2009	94369	ELECTRONIC COMM. SYSTEM	acct cit002	505-6200-453.40-40	C25000	5/2009	370.62
						* Total	370.62
05/20/2009	94374	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	5/2009	349.72
						* Total	349.72
05/20/2009	94376	FIRST IMPRESSION GROUP,	cust 3022	505-6200-453.50-30	C95000	5/2009	2,648.71
			cust 3022	505-6200-453.50-35	C95000	5/2009	24.81-
						* Total	2,623.90
05/20/2009	94377	FLAHERTY, COLLEEN	class canceled	505-0000-352.35-00	C71000	5/2009	29.00
						* Total	29.00
05/20/2009	94382	GENERAL SECURITY SERVIC	cust 21723	505-6200-453.30-70	C15000	5/2009	255.60
						* Total	255.60
05/20/2009	94385	GRAINGER	acct 806460150	505-6200-453.60-16	C25000	5/2009	32.83
			acct 806460150	505-6200-453.60-16	C25000	5/2009	56.87
			acct 806460150	505-6200-453.60-16	C25000	5/2009	32.83-
			acct 806460150	505-6200-453.60-16	C25000	5/2009	39.59
			acct 806460150	505-6200-453.60-16	C21000	5/2009	8.40
						* Total	104.86
05/20/2009	94391	HUEBSCH SERVICES	acct 92965	505-6200-453.40-40	C25000	5/2009	105.20
						* Total	105.20
05/20/2009	94393	INDEPENDENT SCHOOL DIST	city of inver grove	505-6200-453.50-25	C91000	5/2009	150.00
						* Total	150.00
05/20/2009	94397	JOHNSON CONTROLS	acct 288129520201	505-6200-453.40-40	C25000	5/2009	2,634.63
						* Total	2,634.63
05/20/2009	94409	LIFE FITNESS	replacement ck	505-6200-453.40-42	C70000	5/2009	208.42
						* Total	208.42
05/20/2009	94414	MENARDS - WEST ST. PAUL	acct 30170270	505-6200-453.60-12	C25000	5/2009	129.81
						* Total	129.81

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/20/2009	94420	MN SAFETY SERVICES LLC	city of inver grove hgts	505-6200-453.30-70	C51000	5/2009	1,080.00
						* Total	1,080.00
05/20/2009	94425	NEW MECH COMPANIES INC	acct 7701	505-6200-453.40-40	C21000	5/2009	450.00
						* Total	450.00
05/20/2009	94428	OLD WORLD PIZZA	city of igh	505-6200-453.76-05	C16000	5/2009	360.30
						* Total	360.30
05/20/2009	94429	OXYGEN SERVICE COMPANY,	acct 09684	505-6200-453.60-65	C16000	5/2009	12.14
						* Total	12.14
05/20/2009	94438	PUSH PEDAL PULL	city of inver grove hgts	505-6200-453.40-42	C70000	5/2009	134.09
			city of inver grove hgts	505-6200-453.40-42	C70000	5/2009	805.00
						* Total	939.09
05/20/2009	94439	R & R SPECIALTIES OF WI	acct ighvet	505-6200-453.40-42	C21000	5/2009	112.25
						* Total	112.25
05/20/2009	94443	RYCO SUPPLY COMPANY	veterans memorial	505-6200-453.60-11	C25000	5/2009	231.59
			veterans memorial	505-6200-453.60-11	C25000	5/2009	245.33
			veterans memorial	505-6200-453.60-11	C25000	5/2009	48.14
						* Total	525.06
05/20/2009	94453	STERICYCLE INC	bill 2003272	505-6200-453.40-25	C10000	5/2009	211.23
						* Total	211.23
05/20/2009	94463	USAQUATICS, INC	city of inver grove	505-6200-453.30-30	C25000	5/2009	80.20
						* Total	80.20
05/20/2009	94465	VISTAR CORPORATION	acct 10135003	505-6200-453.76-05	C30400	5/2009	381.00
			acct 10095779	505-6200-453.76-05	C30200	5/2009	50.16
						* Total	431.16
05/20/2009	94468	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C21000	5/2009	1,569.22
			acct 5168679487	505-6200-453.40-20	C21000	5/2009	8,383.83
						* Total	9,953.05
05/20/2009	94469	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C25000	5/2009	7,975.33
			acct 5168679487	505-6200-453.40-20	C25000	5/2009	11,149.48
						* Total	19,124.81
				38 Checks	** Fund Total		50,022.90
05/20/2009	94404	LEAGUE OF MN CITIES INS	city of inver grove	602-2100-415.50-09		5/2009	53,832.50
						* Total	53,832.50
				1 Checks	** Fund Total		53,832.50
05/13/2009	94117	ACE PAINT & HARDWARE	acct 1126	603-5300-444.40-41		5/2009	8.51
			acct 1126	603-5300-444.40-41		5/2009	58.31
			acct 1126	603-5300-444.40-41		5/2009	18.61
						* Total	85.43

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/13/2009	94126	BOYER TRUCKS - PARTS DI	acct c20390	603-5300-444.40-41		5/2009	123.39
						* Total	123.39
05/13/2009	94128	CANON BUSINESS SOLUTION	acct 1061833	603-5300-444.40-42		5/2009	114.85
						* Total	114.85
05/13/2009	94129	CARQUEST OF ROSEMOUNT	acct 614420	603-0000-145.50-00		5/2009	104.77
			acct 614420	603-5300-444.40-41		5/2009	83.02
			acct 614420	603-0000-145.50-00		5/2009	24.75
			acct 614420	603-5300-444.60-12		5/2009	23.51
			acct 614420	603-5300-444.40-41		5/2009	18.07
			acct 614420	603-5300-444.60-22		5/2009	22.09
			acct 614420	603-0000-145.50-00		5/2009	18.07
			acct 614420	603-5300-444.40-41		5/2009	8.52
			acct 614420	603-5300-444.60-12		5/2009	84.56
						* Total	387.36
05/13/2009	94144	DOWNTOWNER DETAIL CENTE	inver grove hgts	603-5300-444.40-41		5/2009	80.44
						* Total	80.44
05/13/2009	94146	FACTORY MOTOR PARTS COM	acct 10799	603-5300-444.40-41		5/2009	46.81
			acct 10799	603-5300-444.40-41		5/2009	70.19
			acct 10799	603-5300-444.40-41		5/2009	46.81
						* Total	163.81
05/13/2009	94148	G & K SERVICES	ACCT 7494701	603-5300-444.40-65		5/2009	108.57
			ACCT 7494701	603-5300-444.60-45		5/2009	104.52
						* Total	213.09
05/13/2009	94153	GREENER SOLUTIONS	CITY OF INVER GROVE HGTS	603-5300-444.40-41		5/2009	34.60
						* Total	34.60
05/13/2009	94166	KIMBALL MIDWEST	acct 222006	603-5300-444.60-12		5/2009	115.79
			acct 222006	603-5300-444.60-40		5/2009	46.09
						* Total	161.88
05/13/2009	94195	PUMP AND METER SERVICE	acct 494500	603-5300-444.40-42		5/2009	12.09
						* Total	12.09
05/13/2009	94197	R & R CARPET SERVICE	city of inver grove	603-5300-444.40-65		5/2009	77.75
						* Total	77.75
05/13/2009	94225	XCEL ENERGY	acct 5152791130	603-5300-444.40-10		5/2009	811.82
			acct 5152791130	603-5300-444.40-20		5/2009	1,668.52
						* Total	2,480.34
05/13/2009	94227	ZARNOTH BRUSH WORKS	acct 1669	603-5300-444.40-42		5/2009	1,354.68
						* Total	1,354.68
05/20/2009	94349	C.J. SPRAY, INC.	city of inver grove	603-5300-444.40-41		5/2009	1,762.61
						* Total	1,762.61
05/20/2009	94350	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		5/2009	331.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/20/2009	94350	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		5/2009	14.48
			cust 614420	603-5300-444.40-41		5/2009	12.12
			cust 614420	603-5300-444.40-41		5/2009	29.80
			cust 614420	603-5300-444.40-41		5/2009	10.95
			cust 614420	603-5300-444.40-41		5/2009	104.85
			cust 614420	603-5300-444.60-12		5/2009	59.55
			cust 614420	603-0000-145.50-00		5/2009	14.88
			cust 614420	603-5300-444.40-41		5/2009	23.06
			cust 614420	603-0000-145.50-00		5/2009	25.92
			cust 614420	603-5300-444.40-41		5/2009	31.09
						* Total	658.40
05/20/2009	94370	EMERGENCY AUTOMOTIVE TE	city of inver grove	603-0000-145.50-00		5/2009	120.90
						* Total	120.90
05/20/2009	94373	FACTORY MOTOR PARTS COM	acct 10799	603-0000-145.50-00		5/2009	120.47
						* Total	120.47
05/20/2009	94378	FORCE AMERICA, INC.	acct 366100	603-0000-145.50-00		5/2009	200.89
						* Total	200.89
05/20/2009	94379	G & K SERVICES	cust 7494701	603-5300-444.40-65		5/2009	108.57
			cust 7494701	603-5300-444.60-45		5/2009	41.36
						* Total	149.93
05/20/2009	94394	INVER GROVE FORD	city of inver grove	603-5300-444.40-41		5/2009	71.37
			city of inver grove	603-5300-444.40-41		5/2009	47.27
			city of inver grove	603-5300-444.40-41		5/2009	29.50
						* Total	148.14
05/20/2009	94402	KREMER SPRING & ALIGNME	cust city15	603-5300-444.40-41		5/2009	1,435.20
						* Total	1,435.20
05/20/2009	94427	NORTHLAND CHEMICAL CORP	cust 45025141	603-5300-444.60-11		5/2009	168.94
						* Total	168.94
05/20/2009	94433	PIONEER RIM & WHEEL CO	acct 12613	603-5300-444.40-41		5/2009	87.37
						* Total	87.37
05/20/2009	94434	POMP'S TIRE SERVICE, IN	acct 4502557	603-0000-145.50-00		5/2009	1,016.10
						* Total	1,016.10
05/20/2009	94440	RDO EQUIPMENT COMPANY	acct 2556007	603-5300-444.40-41		5/2009	82.98
						* Total	82.98
05/20/2009	94445	SERVO SYSTEMS	cust 65890	603-5300-444.40-41		5/2009	451.90
						* Total	451.90
05/20/2009	94467	WESTERN PETROLEUM COMPA	city of inver grove	603-0000-145.50-00		5/2009	1,174.54
						* Total	1,174.54

27 Checks ** Fund Total 12,868.08

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/13/2009	94188	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		5/2009	1,234.83
			acct 923425	604-2200-416.40-50		5/2009	638.06
						* Total	1,872.89
05/13/2009	94194	PRECISION DATA SYSTEMS	admin copy paper	604-2200-416.60-05		5/2009	690.90
						* Total	690.90
05/13/2009	94201	SAM'S CLUB	acct 7715090061606950	604-2200-416.60-10		5/2009	28.58
						* Total	28.58
05/20/2009	94436	PRECISION DATA SYSTEMS	vmcc color paper	604-2200-416.60-10		5/2009	320.00
						* Total	320.00
				4 Checks	** Fund Total		2,912.37
05/13/2009	94173	LONE OAK COMPANIES	city of inver grove hgts	605-3100-419.50-35		5/2009	307.00
						* Total	307.00
05/13/2009	94185	NS/I MECHANICAL CONTRAC	acct ctyofigh	605-3100-419.40-40		5/2009	1,622.69
						* Total	1,622.69
05/13/2009	94186	NS/I MECHANICAL CONTRAC	acct ctyofigh	605-3100-419.40-40		5/2009	551.50
						* Total	551.50
05/13/2009	94190	ONVOY INC	acct 1555726455	605-3100-419.50-20		5/2009	987.47
						* Total	987.47
05/13/2009	94197	R & R CARPET SERVICE	city of inver grove	605-3100-419.40-65		5/2009	124.50
						* Total	124.50
05/13/2009	94216	USA MOBILITY WIRELESS I	acct 03174935	605-3100-419.40-65		5/2009	6.19
						* Total	6.19
05/13/2009	94217	VICTORY CORPS	acct 2079592	605-3100-419.60-65		5/2009	219.16
						* Total	219.16
05/13/2009	94221	XCEL ENERGY	acct 5142529960	605-3100-419.40-10		5/2009	1,390.98
			acct 5142529960	605-3100-419.40-20		5/2009	2,956.87
						* Total	4,347.85
05/13/2009	94228	ZEE MEDICAL SERVICE	acct 000701	605-3100-419.60-65		5/2009	89.84
						* Total	89.84
05/20/2009	94338	BAARS MECHANICAL, INC.	city of inver grove hgts	605-3100-419.40-40		5/2009	65.75
						* Total	65.75
				10 Checks	** Fund Total		8,321.95
05/13/2009	94142	DBMSAR, LLC	city of igh	606-1400-413.30-70		5/2009	9,200.00
						* Total	9,200.00
05/13/2009	94143	DELL MARKETING	acct 019368783	606-1400-413.60-10		5/2009	301.42
						* Total	301.42

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/13/2009	94189	OFFICE OF ENTERPRISE TE	acct 200b00171	606-1400-413.30-75		5/2009	311.81
						* Total	311.81
05/13/2009	94208	TEPPEN, JENELLE	renewal ssl certificate	606-1400-413.60-10		5/2009	584.00
						* Total	584.00
05/20/2009	94365	DELL MARKETING	acct 019368783	606-1400-413.60-65		5/2009	1,143.11
						* Total	1,143.11
05/20/2009	94444	SENSUS METERING SYSTEMS	cust 418020	606-1400-413.40-44		5/2009	1,320.00
						* Total	1,320.00
				6 Checks	** Fund Total		12,860.34
05/07/2009	94115	WASHINGTON COUNTY SHERI	diana lynn brennan	702-0000-229.10-00		5/2009	500.00
						* Total	500.00
05/13/2009	94137	CULLIGAN	acct 157984732428	702-0000-228.63-00		5/2009	41.30
						* Total	41.30
05/20/2009	94390	HENNEPIN COUNTY DISTRIC	amanda flor paredes	702-0000-229.10-00		5/2009	118.00
						* Total	118.00
05/20/2009	94407	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.23-00		5/2009	187.00
			client 81000e	702-0000-228.32-00		5/2009	66.00
			client 81000e	702-0000-228.73-00		5/2009	11.00
			client 81000e	702-0000-228.79-00		5/2009	2,728.80
			client 81000e	702-0000-230.25-00		5/2009	295.60
						* Total	3,288.40
05/20/2009	94411	LILLIE SUBURBAN NEWSPAP	acct 1363	702-0000-229.61-00		5/2009	11.20
			acct 1363	702-0000-228.36-00		5/2009	11.20
						* Total	22.40
05/20/2009	94450	SRF CONSULTING GROUP, I	city of inver grove hgts	702-0000-230.25-00		5/2009	2,107.11
						* Total	2,107.11
				6 Checks	** Fund Total		6,077.21
05/13/2009	94162	JR'S APPLIANCE DISPOSAL	inver grove hgts	703-5500-446.60-65		5/2009	5,725.50
						* Total	5,725.50
05/13/2009	94171	LILLIE SUBURBAN NEWSPAP	acct 1363	703-5500-446.60-65		5/2009	789.60
						* Total	789.60
05/20/2009	94407	LEVANDER, GILLEN & MILL	client 81000e	703-5500-446.30-42		5/2009	292.00
						* Total	292.00
05/20/2009	94410	LIGHTNING DISPOSAL INC	city of inver grove hgts	703-5500-446.60-65		5/2009	2,692.60
						* Total	2,692.60
				4 Checks	** Fund Total		9,499.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				295 Checks	*** Bank Total		956,651.68
			295 Checks	*** Grand Total			956,651.68

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Pay Voucher No. 11 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements

Meeting Date:	May 26, 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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 11 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 the work through April 30, 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. 11 in the amount of $169,853.95 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SWD/kf

Attachments: Pay Voucher No. 11

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 11

DATE: May 18, 2009

PERIOD ENDING: April 30, 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 $7,842,632.56

F. LESS RETAINED (5%).....$392,131.63

G. Less Previous Payment.....$7,280,646.98

H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....$169,853.95

I. TOTAL PAYMENTS INCLUDING THIS VOUCHER $7,450,500.93

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through April 30, 2009.

Signed by: _____ 18 MAY 09
Scott Thureen, Public Works Director — Date

Signed by: _____ 5/14/09
Kevin Klimmek, Ames Construction — Date

Signed by: _____ _____
George Tourville, Mayor — Date

CONTRACTOR'S PAY REQUEST

NORTHWEST AREA TRUNK UTILITY IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS
BMI PROJECT NO.: T16.21855

DISTRIBUTION:
CONTRACTOR (1)
OWNER (1)
ENGINEER (1)
PFA (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$9,740,894.14
TOTAL, COMPLETED WORK TO DATE	$7,773,477.61
TOTAL, STORED MATERIALS TO DATE	$1,182,486.78
STORED MATERIALS PAID ON PREVIOUS ESTIMATES	$1,182,486.78
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$1,113,331.83
TOTAL, COMPLETED WORK & STORED MATERIALS	$7,842,632.56
RETAINED PERCENTAGE (5%)	$392,131.63
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$7,450,500.93
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$7,280,646.98
PAY CONTRACTOR AS ESTIMATE NO. 11	$169,853.95

Certificate for Partial Payment

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

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

By _____ PM
Name Title

Date 5/14/09

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., ENGINEERS, 12224 NICOLLET AVENUE, BURNSVILLE, MN.

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

Date 5/18/09

APPROVED FOR PAYMENT:
OWNER: CITY OF INVER GROVE HEIGHTS

By _____
Name Title Date

And _____
Name Title Date

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Receiving Bids and Awarding Contract for the 2009 Pavement Management Program, City Project No. 2009-09A – Cracksealing

Meeting Date:	May 26, 2009
Item Type:	Consent
Contact:	Tom Kaldunski, 651-450-2572 TJK
Prepared by:	Tom Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Fund

PURPOSE/ACTION REQUESTED

(1) Consider withdrawal of the low bid received from Astech Corp. due to a mistake in their bid as allowed by the contract documents and as outlined in the attached memo from the City Attorney and City Engineer, (2) Consider resolution receiving bids and awarding contract to Pearson Brothers, Inc. for a bid amount of $57,243.75 for the 2009 Pavement Management Program, City Project No. 2009-09A – Cracksealing.

SUMMARY

City Project No. 2009-09A was advertised with bids received and publicly read aloud at 10:10 a.m. on May 13, 2009. Six contractors submitted bids.

Project funding is provided through Fund 440 – the Pavement Management Capital Project Fund.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2009-09A – Cracksealing Northwest Sealing for a bid amount of $57,243.75.

SDT/kf

Attachments: Minutes of Bid Opening
Bid Tabulation
City Attorney Memo
City Engineer Memo
Contractors' Withdrawal Request
Resolution

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

Minutes of Bid Opening on Wednesday, May 13, 2009

CITY PROJECT NO. 2009-09A
CRACKSEALING PROGRAM

Pursuant to an advertisement for bids for City Project No. 2009-09A – Cracksealing Program, an administrative meeting was held on May 13, 2009 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Kathy Fischer, Public Works Support Specialist
John Schmeling, Engineering Technician
Nick Hahn, Engineering Technician
Gary Wheaton, Fahrner Asphalt

Bids were opened and read aloud as follows:

Bidder	Bid Bond	Base Bid
Astech Corp.	Yes	$36,398.00
Northwest Sealing	Yes	$57,243.75
Precision Sealcoating, Inc.	Yes	$75,570.00
Fahrner Asphalt Sealers LLC	Yes	$84,289.93
Northwest Asphalt Maintenance, Inc.	Yes	$115,021.00
Expert Pavement and Sealcoating LLC	Yes	$258,354.00

Submitted by:

Kathy Fischer

Kathy Fischer, Public Works Support Specialist

TABULATION OF BIDS
2009 PAVEMENT MANAGEMENT PROGRAM
CITY OF INVER GROVE HEIGHTS
2009 CRACKSEAL PROJECT
CITY PROJECT NO. 2009-09A

BASE BID

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	ASTECH UNIT PRICE	ASTECH AMOUNT	NORTHWEST SEALING UNIT PRICE	NORTHWEST SEALING AMOUNT	PRECISION SEALCOATING, INC. UNIT PRICE	PRECISION SEALCOATING, INC. AMOUNT
1	F & I CRACK SEALANT	STA	529	$ 170.00	$ 89,930.00	$ 52.00	$ 27,508.00	$ 93.75	$ 49,593.75	$ 132.00	$ 69,828.00
2	WATER USAGE ALLOWANCE	LS	1	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
3	TRAFFIC CONTROL	LS	1	$ 150.00	$ 150.00	$ 900.00	$ 900.00	$ 1,500.00	$ 1,500.00	$ -	$ -
4	STREET SWEEPING	HR	80	$ 120.00	$ 9,600.00	$ 98.00	$ 7,840.00	$ 75.00	$ 6,000.00	$ 69.90	$ 5,592.00
			BASE BID TOTAL		$ 99,830.00		$ 36,398.00		$ 57,243.75		$ 75,570.00

BASE BID

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	FAHRNER ASPHALT SEALERS LLC UNIT PRICE	FAHRNER ASPHALT SEALERS LLC AMOUNT	NORTHWEST ASPHALT MAINT., INC. UNIT PRICE	NORTHWEST ASPHALT MAINT., INC. AMOUNT	EXPERT PAVEMENT AND SEALCOATING LLC UNIT PRICE	EXPERT PAVEMENT AND SEALCOATING LLC AMOUNT
1	F & I CRACK SEALANT	STA	529	$ 170.00	$ 89,930.00	$ 150.17	$ 79,439.93	$ 189.00	$ 99,981.00	$ 476.00	$ 251,804.00
2	WATER USAGE ALLOWANCE	LS	1	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
3	TRAFFIC CONTROL	LS	1	$ 150.00	$ 150.00	$ 3,500.00	$ 3,500.00	$ 5,290.00	$ 5,290.00	$ -	$ -
4	STREET SWEEPING	HR	80	$ 120.00	$ 9,600.00	$ 15.00	$ 1,200.00	$ 120.00	$ 9,600.00	$ 80.00	$ 6,400.00
			BASE BID TOTAL		$ 99,830.00		$ 84,289.93		$ 115,021.00		$ 258,354.00

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

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

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: May 19, 2009
RE: Whether, Upon Discovery of Unilateral Mistake, the Contractor With the Lowest Bid May Withdraw Its Bid After Opening By City

FACTS

A bidder for a municipal contract has discovered after the opening of its bid that the contractor made a mistake relating to the scope of required work under the crack-sealing specifications. City Engineer Tom Kaldunski has verified the error. The contractor has notified the City of its mistake.

1. **If it is determined after the opening of a bid for a public construction contract that a contractor or subcontractor has made a material, unilateral mistake in its bid, can the City hold the contractor to its initial bid or is the contractor allowed to withdraw the bid?**

Under Minnesota law, a contractor may withdraw its bid if such a bid is a result of a unilateral mistake. St. Nicholas Church v. Kropp, 160 N.W. 500, 501 (Minn. 1916). Courts will generally relieve a bidder of all obligations to enter into the contract because of a unilateral mistake if all of the following occur:

1. The mistake relates to a material aspect of the contract;
2. The mistake was of such magnitude that enforcement of the contract based upon the bid as filed would be unconscionable;
3. The mistake was made despite the exercise of reasonable care by the bidder;
4. The contractor gives prompt notice of the error to the City; and
5. The City has not materially changed its position in reliance on the bid and has suffered no significant damage as a result of the mistake.

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

Id.; 2 A.L.R.4th 991. [See also, Competitive Bidding Requirements in Cities, League of Minnesota Cities].

2. Upon learning of the unilateral mistake, is the general contractor allowed to correct his bid without holding a second public bidding or is the City required to hold a second bidding?

The City may not award the contract to the contractor for the corrected amount. No material changes may be made in any bid for a public construction contract after the bids have been received and opened. Coller v. City of St. Paul, 26 N.W.2d 835, 841 (Minn. 1947); Gale v. City of St. Paul, 96 N.W.2d 377, 380 (Minn. 1959); Griswold v. Ramsey County, 65 N.W.2d 647, 652 (Minn. 1954). The test of whether a change is material is whether it gives the bidder a substantial advantage or benefit not enjoyed by the other bidders. Johnson v. City of Jordan, 352 N.W.2d 500, 504 (Minn.Ct.App. 1984). A change in the lowest bidder's contract price is a substantial change and is not permitted by Minnesota law. To allow a contractor to make a material change in its bid after opening would be to "open the door to fraud and collusion." Griswold, 65 N.W.2d at 652.

The City, however, may relieve the mistaken bidder of the consequences of the mistake. Competitive Bidding Requirements In Cities, p. 14. If the City has not yet accepted the bid or entered into a contract with the contractor, the City Council may do one of two things: (1) accept the second lowest bid; or (2) reject all bids and advertise again, thereby allowing the mistaken bidder to submit a new, corrected bid. Id.

Before reopening the bidding process, the City should consider the cost and delay involved in entertaining a second bidding. Id. Because it is expensive to bid a job, other contractors may refuse to bid again, thereby lowering the competition. Id. In addition, the delay caused by the second bidding may force the project to begin at a later date, perhaps pushing the construction into another season, which may also cause greater expense. Id.

Recommendation. Because of the contractor's verified mistake, I recommend that the contractor be allowed to withdraw its bid. The council can then award to the second low bidder.

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Scott D. Thureen, Public Works Director

FROM: Thomas J. Kaldunski, City Engineer TJK

DATE: May 20, 2009

SUBJECT: 2009 Cracksealing Bids and Request for Bid Withdrawal by Astech Corp.

On May 13, 2009, the City of Inver Grove Heights received 6 bids for the cracksealing project as illustrated in the attached bid tabulation. These bids were received at 10:00 a.m. The apparent low bidder, Astech Corp. contacted the engineering staff in the afternoon of May 13, 2009 indicating that they made a mistake in their bid on the project. They inquired about the process to correct their mistake.

The contract documents were promptly reviewed. It was determined that the "Instruction to Bidders", Article16 included provisions for a contractor to withdraw their bid. Article 16.02 states, "If within 24 hours after the bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid, and the Bid Security will be returned. Thereafter, if they wish to rebid, that Bidder will be disqualified from further bidding on the work".

I have attached a copy of the May 14, 2009 letter from Astech Corp. which indicates the errors they made in omitting the 105.880 LF of cracksealing that the contract documents required at the interface between the bituminous pavement and the concrete curb and gutter.

My subsequent review of the bids indicates that Astech's bid would amount to approximately 17 cents/LF for the 161,333 LF of cracks to be sealed. The other bidders appear to have a price ranging from 31 cents/LF to 62 cents/LF. It appears that Astech's bid price would have been significantly lower than the other bids (54% of 2nd lowest bidder). The engineer's estimate of $99,830 also indicates that Astech's bid of $36,398 is only 36% of the engineer's estimate which also indicates a substantial error was made on Astech's bid.

In reviewing the withdrawal letter received, it appears that Astech's intended cost of 50 cents/LF ($27,580/55,453 LF) would have been in the middle of the range of bidders that did not make a mistake in their bids.

My review has verified that, Astech Corp. has made a mistake on their bid. I have reviewed this with the City Attorney as outlined in the attorneys May 19, 2009 memo (attached).

It is recommended that the City Council accept Astech's bid withdrawal request as outlined in this correspondence.

In addition, I have been in contact with Northwest Sealing regarding their bid in the amount of $57,243.75. This contractor has indicated that they are willing to accept the award of the contract based on the bid they submitted. They acknowledged that their bid included all transverse and random cracks, as well as the crack of the interface between the bituminous paving and concrete curb. This has been further supported by the fact that Northwest Sealing was the successful contractor on the 2008 cracksealing project and the engineering department has worked with them during the cracksealing of the interface between the pavement and curb in 2008.

It is recommended that the City Council award the contract for the 2009 Cracksealing Project to Northwest Sealing in the amount of their bid of $57,243.75. Awarding this contract to a contractor that has experience in cracksealing with the City and has submitted the 2nd lower bid will provide the City with a cost effective means of moving the project forward without the additional cost of rebidding the project. This will also allow the work to be completed in a timely manner.

TJK/kf

ASTECH
ASPHALT SURFACE TECHNOLOGIES CORPORATION

P.O. BOX 1025 · ST. CLOUD, MN 56302 · 320/363-8500
FAX NO. 320/363-8700

AN EQUAL OPPORTUNITY EMPLOYER

FAX COVER SHEET - - -

DATE: MAY 14, 2009

TO: TOM KALDUNSKI CITY ENGINEER

FROM: BRUCE R BATZER

RE: CITY OF INVER GROVE HEIGHTS PROJ # 2009-09A

TOTAL PAGES INCLUDING THIS COVER SHEET 2 ORIGINAL(S) MAILED X Y ___ N

THIS IS BEING TRANSMITTED FROM 320/363-8700
IF YOU DO NOT RECEIVE THE TOTAL PAGES SHOWN, PLEASE CALL 320/363-8500

MESSAGE: WITHDRAW BID FOR JOINT CRACK SEALING

ASTECH
ASPHALT SURFACE
TECHNOLOGIES
CORPORATION

P.O. BOX 1025 • ST. CLOUD, MN 56302 • 320/363-8500
FAX NO. 320/363-8700

AN EQUAL OPPORTUNITY EMPLOYER

May 14, 2009

Tom Kaldunski
City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Project No. 2009-09A – 05/13/09 10:00 AM

The purpose of this letter is to request that our bid for Joint Crack Sealing to be withdrawn.

Our unit price in Item 1 of the base bid, was based on 55,453 lineal feet of transverse & random cracks. This measurement did not include joints along the pavement/concrete gutter interface. This error would account for an additional 105,880 lineal feet of joint repair.

I discussed this matter with Nick Hahn after the bid opening. He referred me to article 16.02 in your project manual, which addresses a mistake in bid preparation.

If a more detailed explanation is necessary, please advice.

Thank you for your consideration.

Bruce R. Batzer, President
ASTECH Corp
BRB/pe

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2009 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2009-09A – CRACKSEALING TO NORTHWEST SEALING IN THE AMOUNT OF $57,243.75

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2009 Pavement Management Program, City Project 2009-09A, Cracksealing, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Bidder	Bid Bond	Base Bid
Astech	Yes	$36,398.00
Northwest Sealing	Yes	$57,243.75
Precision Sealcoating, Inc.	Yes	$75,570.00
Fahrner Asphalt Sealers LLC	Yes	$84,289.93
Northwest Asphalt Maintenance, Inc.	Yes	$115,021.00
Expert Pavement and Sealcoating LLC	Yes	$258,354.00

WHEREAS, the City has received a request from Astech Corp. on May 14, 2009 to withdraw their bid due to an error in their bid; and

WHEREAS, the City Attorney and the City Engineer have reviewed the contract documents and determined that Astech Corp. had made an error and followed the proper procedure to request that the bid of Astech Corp. be withdrawn; and

WHEREAS, the City Attorney and City Engineer recommend that the Astech Corp. bid withdrawal request be approved by the City Council; and

WHEREAS, Northwest Sealing is the lowest responsible bidder, after the Astech Corp. bid is withdrawn.

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 Northwest Sealing, 1441 Lind Road, Cloquet, MN 55720, in the name of the City of Inver Grove Heights, for City Project 2009-09A, 2009 Cracksealing Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.

2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.

3. Project financing for the base bid shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 26th day of May 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Receiving Bids and Awarding Contract for the 2009 Pavement Management Program, City Project No. 2009-09B – Sealcoating

Meeting Date:	May 26, 2009
Item Type:	Consent
Contact:	Tom Kaldunski, 651-450-2572 TK
Prepared by:	Tom Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids and awarding contract to Pearson Brothers, Inc. for a bid amount of $117,277.04 for the 2009 Pavement Management Program, City Project No. 2009-09B – Sealcoating.

SUMMARY

City Project No. 2009-09B was advertised with bids received and publicly read aloud at 10:15 a.m. on May 13, 2009. Three contractors submitted bids.

Project funding is provided through Fund 440 – the Pavement Management Capital Project Fund.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2009-09B – Sealcoating to Pearson Brothers, Inc. for a bid amount of $117,277.04 which includes the base bid only. The sealcoating of cul-de-sacs was included in the Alternate Bid which will not be awarded for the reasons outlined in the attachments.

SDT/kf

Attachments: Minutes of Bid Opening
Bid Tabulation
May 19, 2009 memo regarding cul-de-sac pavement maintenance
Resolution

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

Minutes of Bid Opening on Wednesday, May 13, 2009

CITY PROJECT NO. 2009-09B
SEALCOATING PROGRAM

Pursuant to an advertisement for bids for City Project No. 2009-09B – Sealcoating Program, an administrative meeting was held on May 13, 2009 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Kathy Fischer, Public Works Support Specialist
John Schmeling, Engineering Technician
Nick Hahn, Engineering Technician
Gary Wheaton, Fahrner Asphalt

Bids were opened and read aloud as follows:

Bidder	Bid Bond	Base Bid	Alternate 1	Alternate 2	Base + Alt. 1	Base + Alt. 2
Pearson Brothers, Inc.	Yes	$117,277.04	$12,198.00	$18,164.45	$129,475.04	$135,441.49
Astech	Yes	$156,001.50	$9,148.50	$25,416.50	$165,150.00	$181,418.00
Allied Blacktop Co.	Yes	$158,180.61	$10,165.00	$24,061.05	$168,345.61	$182,241.66

Submitted by:

_____
Kathy Fischer, Public Works Support Specialist

TABULATION OF BIDS
2009 PAVEMENT MANAGEMENT PROGRAM
CITY OF INVER GROVE HEIGHTS
2009 SEALCOAT PROJECT
CITY PROJECT NO. 2009-09B

BASE BID

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	PEARSON BROTHERS INC. UNIT PRICE	PEARSON BROTHERS INC. AMOUNT	ASTECH UNIT PRICE	ASTECH AMOUNT	ALLIED BLACKTOP CO. UNIT PRICE	ALLIED BLACKTOP CO. AMOUNT
1	2123.610	STREET SWEEPING	HR	36	$ 120.00	$ 4,320.00	$ 50.00	$ 1,800.00	$ 125.00	$ 4,500.00	$ 175.00	$ 6,300.00
2	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	24,583	$ 1.80	$ 44,249.40	$ 2.25	$ 55,311.75	$ 2.75	$ 67,603.25	$ 3.20	$ 78,665.60
3	2356.602	SEAL COAT AGGREGATE (FA-2 CLASS A)	SY	98,331	$ 1.05	$ 103,247.55	$ 0.59	$ 58,015.29	$ 0.75	$ 73,748.25	$ 0.71	$ 69,815.01
4	SPECIAL	WATER USAGE ALLOWANCE	LS	1	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
5	2563.601	TRAFFIC CONTROL	LS	1	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00	$ 10,000.00	$ 10,000.00	$ 3,250.00	$ 3,250.00
				BASE BID TOTAL		$ 155,966.95		$ 117,277.04		$ 156,001.50		$ 158,180.61

BID ALTERNATE 1 - CUL-DE-SAC FOG SEALING

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	PEARSON BROTHERS INC. UNIT PRICE	PEARSON BROTHERS INC. AMOUNT	ASTECH UNIT PRICE	ASTECH AMOUNT	ALLIED BLACKTOP CO. UNIT PRICE	ALLIED BLACKTOP CO. AMOUNT
1	2355.502	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	2,033	$ 4.00	$ 8,132.00	$ 6.00	$ 12,198.00	$ 4.50	$ 9,148.50	$ 5.00	$ 10,165.00
				BID ALTERNATE 1 TOTAL		$ 8,132.00		$ 12,198.00		$ 9,148.50		$ 10,165.00

BID ALTERNATE 2 - CUL-DE-SAC SEAL COATING

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	PEARSON BROTHERS INC. UNIT PRICE	PEARSON BROTHERS INC. AMOUNT	ASTECH UNIT PRICE	ASTECH AMOUNT	ALLIED BLACKTOP CO. UNIT PRICE	ALLIED BLACKTOP CO. AMOUNT
2	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	3,389	$ 2.20	$ 7,455.80	$ 3.00	$ 10,167.00	$ 3.50	$ 11,861.50	$ 3.70	$ 12,539.30
3	2356.602	SEAL COAT AGGREGATE (FA-2 CLASS A)	SY	13,555	$ 1.30	$ 17,621.50	$ 0.59	$ 7,997.45	$ 1.00	$ 13,555.00	$ 0.85	$ 11,521.75
				BID ALTERNATE 2 TOTAL		$ 25,077.30		$ 18,164.45		$ 25,416.50		$ 24,061.05

BASE BID ONLY	$ 155,966.95	$ 117,277.04	$ 156,001.50	$ 158,180.61
BASE BID + ALTERNATE 1	$ 164,098.95	$ 129,475.04	$ 165,150.00	$ 168,345.61
BASE BID + ALTERNATE 2	$ 181,044.25	$ 135,441.49	$ 181,418.00	$ 182,241.66

MEMORANDUM

City of Inver Grove Heights

TO: Scott Thureen, Public Works Director

FROM: Thomas J. Kaldunski, City Engineer

DATE: May 19, 2009

SUBJECT: Cul-de-Sac Pavement Maintenance

Seal coating cul-de-sacs in the traditional manner has been a source of complaints from residents in the past due to loose seal coating aggregate and rough surfaces. The aggregate is knocked loose much more easily than on a typical street for a number of reasons. There is not enough traffic volume to provide proper bedding and compaction of the rock. Cul-de-sac movements (turning and accelerating) generate more shear force. Large vehicles such as garbage trucks turning in cul-de-sacs are a major cause of this problem.

City Project 2009-09B, the 2009 Seal Coating Project, has 17 cul-de-sacs. There are over 200 cul-de-sacs in the City. City staff used this project to get bids on different maintenance strategies that might be better suited to the unique traffic patterns that separate cul-de-sacs from typical streets. We compared 4 different strategies in this memo and offer our recommendation for this year's project.

The 4 strategies are:

1. **Traditional seal coating with FA-2 aggregate**

   This is the status-quo for what we have done in the past.

   Pros: We have a good idea of the cost. Even with loss of a percentage of the rock, there is still a benefit to the life of the pavement within the cul-de-sac. We have a good idea of what to expect with this strategy. The appearance of the cul-de-sac would be no different than adjacent streets that have been seal coated. The deterioration of the cul-de-sac pavement would be consistent with that of adjacent streets. Residents could access the cul-de-sac almost immediately after seal coating operations are complete.

   Cons: We end up with loose aggregate and rough surface in areas where it is of the most concern to residents (while we discourage the practice, residents look at cul-de-sacs as play areas for their children). More sweeping of loose aggregate is required.

   Range of project bids on cul-de-sacs using this strategy $18,164 to $25,416

2. **Seal coating with FA-2 aggregate covered with a fog seal**

This would be a traditional seal coating followed by an application of bituminous emulsion to better "lock in" the rock.

Pros: The fog seal over the seal coat would result in less loose aggregate, so complaints about loose aggregate should decrease. This appears to be the most durable strategy. The perception of the public when this strategy is applied is that the surface looks more like new pavement.

Cons: We have no experience with this strategy. The appearance of the cul-de-sac would be different than that of adjacent seal coated streets, possibly prompting resident inquiries. This is the most expensive of the maintenance strategies. The residents would not be able to access the cul-de-sac for 2 to 3 hours after application of the fog seal. The fog seal would be applied the day after the seal coat, disrupting the residents an additional time.

No bids using this strategy were solicited due to the high estimated cost.

3. **Fog sealing**

This is an application of bituminous emulsion over the existing pavement, with no aggregate or sand applied

Pros: This is a very inexpensive strategy. It seals the surface with no application of aggregate, so there would be no loose aggregate to worry about. The surface would be slightly smoother than that of the existing surface before application.

Cons: We have no experience with this strategy. This would provide one of the least durable surfaces. A fog seal is typically only expected to last a few years, so the result would be either more frequent application, or increased deterioration of the cul-de-sac relative to the adjacent streets if we apply it only in conjunction with the seal coating of those adjacent streets. The appearance of the cul-de-sac would be different than that of adjacent seal coated streets. Residents would not be able to access the cul-de-sac for 2 to 3 hours after application of the fog seal. We might need to edge-mill and thin-overlay to extend the life of the pavement until the next full depth mill-and-overlay or street reconstruction if we are not applying fog seal every 3 to 4 years.

Range of project bids on cul-de-sacs using this strategy $9,148 to $12,198

4. **No application of any kind**

This strategy would stop our seal coating at the mouth of the cul-de-sac, and not apply any maintenance coating to the cul-de-sac pavement after crack sealing.

Pros: This strategy would cost nothing in the short term. There would be no complaints about loose rock or access.

Cons: Pavement deterioration in the cul-de-sac would be accelerated relative to that of the adjacent pavement, possibly prompting edge-milling and thin-overlaying of cul-de-sacs to extend the life of the pavement until the next full depth mill-and-overlay or street reconstruction. The appearance of the cul-de-sac would be different than that of adjacent pavement. The seal coating project may have an unfinished appearance, prompting resident inquiries.

We suggest trying the "no application of sealcoat" on cul-de-sacs for a few years to see how durable the pavement is and how it is received by the residents. We would still do cracksealing on the cul-de-sacs. Sealcoating of the cul-de-sacs could be reconsidered in a few years and added to the future projects if pavement deterioration is unacceptable.

TJK/kf

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2009 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2009-09B – SEALCOATING TO PEARSON BROTHERS, INC. IN THE AMOUNT OF $129,475.04

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2009 Pavement Management Program, City Project 2009-09B, Sealcoating, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Bidder	Bid Bond	Base Bid	Alternate 1	Alternate 2	Base + Alt. 1	Base + Alt. 2
Pearson Brothers, Inc.	Yes	$117,277.04	$12,198.00	$18,164.45	$129,475.04	$135,441.49
Astech	Yes	$156,001.50	$9,148.50	$25,416.50	$165,150.00	$181,418.00
Allied Blacktop Co.	Yes	$158,180.61	$10,165.00	$24,061.05	$168,345.61	$182,241.66

WHEREAS, Pearson Brothers, Inc. 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 Pearson Brothers, Inc., 11079 Lamont Avenue N.E., Hanover, MN, 55341, in the name of the City of Inver Grove Heights, for City Project 2009-09B, 2009 Sealcoating Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.

2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.

3. Project financing for the base bid shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 26th day of May 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

RIVER HEIGHTS MARINA; **Agreement Regarding Floodplain Study**

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner Scott Thureen, Public Works Director		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of the following:

a) Floodplain Mapping Agreement Relating to River Heights Marina.

b) Resolution Levying a Special Assessment Against Tax Parcel #20-36500-151-42

SUMMARY

On April 14, 2008, the City Council approved a Floodplain Mapping Agreement and a Resolution levying special assessments against the property owned by River Heights Marina to cover the costs of a floodplain engineering study that resulted in a modification of the floodplain which reduced the floodplain restrictions on the property. The floodplain study was a two part process. The engineering study conducted by URS cost $13,230, of which the city was to pay $5,230 and River Heights Marina would be assessed $8,000. The second part was a Letter of Map Revision (LOMR) application to FEMA which was approved and now allows the marina to complete the construction of their office buildings. The LOMR application and accompanying analysis was conducted by URS at a cost of $6,800. The cost of the LOMR application is the responsibility of River Heights Marina. River Heights Marina is requesting the City modify its original approval to add the $6,800 into the total amount to be assessed. The total assessment would then be $14,800 to be paid over five years.

City Staff recommends approval of the revised cost sharing agreement and the resolution regarding the special assessment.

Attachments:

- Floodplain Mapping Agreement Relating to River Heights Marina
- Resolution Levying a Special Assessment Against Tax Parcel #20-36500-151-42 with respect to a Floodplain Mapping Study for Property Owned by River Heights Marina, Inc.

FLOOD PLAIN MAPPING AGREEMENT
RELATING TO RIVER HEIGHTS MARINA

THIS FLOOD PLAIN MAPPING AGREEMENT (Agreement) is made, entered into and effective this 26th day of May, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and River Heights Marina, Inc. a Minnesota corporation (hereafter referred to as Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Owner.** Owner means River Heights Marina, Inc., a Minnesota corporation, and its successors and assigns.

1.4 **River.** River means the Mississippi River.

1.5 **Study.** Study means the flood plain mapping that will include the Subject Land to determine whether various properties, including the Subject Land, are located within the River's flood plain. The Study is outlined in that certain letter dated April 10, 2008, from URS to Scott Thureen of the City of Inver Grove Heights.

1.6 LOMR. LOMR means the application to federal authorities for a Letter Of Map Revision relating to the Subject Land.

1.7 Owner's Costs. Owner's Costs means the Owner's share of the cost of the Study and the LOMR in the amount of $14,800.

1.8 Subject Land. Subject Land means that real property identified as Tax Parcel No. 20-36500-151-42, located in the City of Inver Grove Heights, Dakota County, State of Minnesota, and legally described on the attached Exhibit A.

ARTICLE 2
RECITALS

Recital No. 1. Owner owns the Subject Land.

Recital No. 2. The City is conducting the Study to verify whether certain properties including, but not limited to, the Subject Land are located in the flood plain. The City is also preparing a LOMR that relates to the Subject Land.

Recital No. 3. The Study and LOMR will benefit the Subject Land.

Recital No. 4. The cost of the Study is $13,230. The cost of the LOMR is $6,800. In recognition of the benefits to the Subject Land, the City will specially assess the Subject Land up to the amount of $14,800, which will be payable in equal installments over five (5) years at an interest rate of six percent (6%), with the first payment being due in 2010. Interest begins to accrue from July 1, 2009. The City will pay the remaining $5,230 of the cost of the Study and LOMR ($20,030 - $14,800 = $5,230).

Recital No. 5. Owner agrees to waive any notices of hearings and rights of appeal with respect to the special assessments for the Study and LOMR.

Recital No. 6. By this Agreement the parties seek to impose upon the Owner the responsibility for payment of $14,800 for the Study and LOMR and provide a mechanism whereby Owner fulfills the payment responsibility.

ARTICLE 3
CITY'S COVENANTS

3.1 **Study and LOMR.** The City agrees that it will procure the Study and include the Subject Land among the properties in the Study. City agrees that it will proceed to obtain the LOMR.

3.2 **City Payment**. The City agrees to pay $5,230 of the cost of the Study and LOMR.

ARTICLE 4
OWNER'S COVENANTS

4.1 **Assessment of Owner's Study Cost.** Owner agrees that it will pay the City the Owner's Costs as set forth in Article 5.

ARTICLE 5
ASSESSMENT OF OWNER'S STUDY COST

5.1 **Assessment of Owner's Study Cost.** Owner agrees that it will pay the Owner's Costs as set forth in this Article.

Pursuant to the City's authority to assess for improvements relating to construction, reconstruction, extension and maintenance of dikes and other flood control works set forth in Minn. Stat. § 429.081, Subd. 1(9), the City will specially assess the Owner's Costs against the Subject Land and said assessment shall be payable in equal principal installments over five (5) years at an interest rate of six percent (6%), with the first payment being due in 2010. Interest begins to accrue from July 1, 2009.

5.2 **Payment of Owner's Study Cost.** Owner shall pay the special assessment for the Owner's Costs in equal installments over five (5) years at an interest rate of six percent (6%), with the first payment being due in 2010.

5.3 **Waiver of Notice, Hearing, and Appeal.** Owner agrees that the City, without notice and without hearing, may specially assess the Subject Land the Owner's Costs incurred by the City. The Owner hereby waives any and all procedural and substantive objections to special assessment for the Owner's Study Costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Owner acknowledges that the benefit from the performance of the Study and LOMR by the City equals or exceeds the amount of the charges and assessments for the Owner's Costs that are being imposed hereunder upon the Subject Land.

ARTICLE 6
MISCELLANEOUS

6.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land, and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of Owner in the Subject Land acquired by Owner after the execution date of this Agreement or after the recording date of this Agreement.

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 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the City and the Owner have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of May, 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 Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER – RIVER HEIGHTS MARINA, INC.

By: _____
Paul Harms
River Heights Marina, Inc.
Its Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of May, 2009, before me a Notary Public within and for said County, personally appeared Paul Harms to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of River Heights Marina, Inc., a Minnesota corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Paul Harms acknowledged said instrument to be the free act and deed of the corporation.

_____
Notary Public

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT LAND

Real property in Dakota County, State of Minnesota, described as:

Lots 4 through 22 inclusive, Block 39; Lots 1 to 30, inclusive, Block 40; Lots 1 to 13, inclusive, and the North 14 feet of Lot 14, Block 41; Lots 3 to 15 inclusive, Block 42; and that part of Lot 16, Block 41, lying North of the South 74 feet of said Lot 16; all in "Inver Grove Factory Addition, Dakota County, Minnesota"

Certificate of Title No. 87639

Subject to an easement to the United States Government dated October 30, 1935, recorded November 6, 1936 in Book 45 of M.R. Page 500.

Subject to reservations by the State of Minnesota for mineral and mineral rights in Lots 28, 29, 30 of Block 40; all in said Inver Grove Factory Addition.

Subject to an easement for power line purposes in favor of the Northern States Power Company.

Subject also to an easement of the Chicago, Rock Island and Pacific Railway Company for right of way purposes.

And subject to any existing Zoning Ordinances by which the foregoing property may be affected.

Subject also to an easement over and upon the lots abutting the shoreline of the Mississippi River in favor of the United States Government for flowage purposes.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 09- _____

RESOLUTION LEVYING A SPECIAL ASSESSMENT AGAINST TAX PARCEL NO. 20-36500-151-42 WITH RESPECT TO A FLOOD PLAIN MAPPING STUDY AND LETTER OF MAP REVISION FOR PROPERTY OWNED BY RIVER HEIGHTS MARINA, INC.

WHEREAS, River Heights Marina, Inc. (the "Owner") owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-36500-151-42 and legally described on the attached Exhibit A (the Subject Land).

WHEREAS, the City has the statutory authority pursuant to Minn. Stat. § 429.021, subd. 1(9) to make construct, reconstruct, extend, and maintain dikes and other flood control works.

WHEREAS, ancillary to such construction, reconstruction, extension and maintenance of dikes and flood control works, the City has approved and procured a study of the Mississippi flood plain and mapped properties within said flood plain (the Study). The City has also proceeded to file an application with federal authorities for a Letter Of Map Revision (LOMR).

WHEREAS, the Subject Land is benefited by such Study and by such LOMR.

WHEREAS, the City proposes to assess the Subject Land the sum of $14,800.

WHEREAS, the Owner has waived a special assessment up to $14,800 and the Owner also waived any notice, hearing and appeal rights the Owner has pursuant to Minnesota Statutes Chapter 429 with respect to said special assessment.

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

1. Such proposed special assessment of $14,800 is hereby accepted and levied and shall constitute the special assessment against the Subject Land named herein and the Subject Land is hereby found to be benefited by the Study and by the LOMR in at least the amount of the special assessment levied against it.

2. Such special assessment of $14,800 shall be payable in equal principal annual installments extending over a period of five years, the first installment to be payable in calendar year 2010 and the fifth (5th) and last installment is due in calendar year 2014. Interest shall begin accruing July 1, 2009.

3. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the proper tax list of the county and such assessment shall be collected and paid over in the same manner as other taxes.

Adopted by the City Council of Inver Grove Heights the 26th day of May, 2009.

_____
George Tourville, Mayor

Attest:

_____
Melissa Rheume, Deputy City Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

NICHOLAS & JENNIFER BARTL; **Release of Lot from Development Contracts**

Meeting Date: May 26, 2009
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner

Reviewed by: N/A

Fiscal/FTE Impact:

X	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 Approval of a Resolution Releasing Lot 18, Block 3, Southern Lakes 5th Addition from the recorded development contracts.

SUMMARY

The applicant's are in the process of purchasing the existing home on Lot 18, Block 3, Southern Lakes 5th Addition, 10787 Amherst Court. The development is complete and so the applicant request that the subject lot be released from the recorded development contract. This type of request comes up from time to time and have been approved by the Council in the past.

The City Attorney's office has reviewed the development contracts recorded against the property and finds that there are no issues with releasing the lot from the development contracts with the following exceptions that are covered in the attached resolutions; 1) street lighting obligations which state the lot is charged for energy costs must remain in place and 2) the joint powers agreement with Eagan covering utilities and fees must remain in place.

City Staff recommends approval of the resolutions releasing the lot from the development contract.

Attachments: Resolution Approving Release from Southern Lakes, 1st, 2nd, 3rd and 4th Additions Development Contracts.
Resolution Approving Partial Release from Southern Lakes 5th Addition Development Contract.
Two Release Forms.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 09-_____

RESOLUTION APPROVING A RELEASE OF LOT 18, BLOCK 3, SOUTHERN LAKES 5TH ADDITION, DAKOTA COUNTY, MINNESOTA, FROM A DEVELOPMENT CONTRACT RECORDED AS DOCUMENT NO. 361508 AND FROM A DEVELOPMENT CONTRACT RECORDED AS DOCUMENT NO. 377907 AND FROM DEVELOPMENT CONTRACT RECORDED AS DOCUMENT NO. 382657

WHEREAS, Lot 18, Block 3, Southern Lakes 5th Addition, according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota, is currently subject to the following three (3) Development Contracts:

- Development Contract for the Plat of Southern Lakes dated August 22, 1997, and filed October 9, 1997, as Document No. 361508 with the Office of the Registrar of Titles, Dakota County, Minnesota.

- Development Contract for Plat of Southern Lakes 3rd Addition dated April 13, 1998, filed July 21, 1998, as Document No. 377907 with the Office of the Registrar of Titles, Dakota County, Minnesota.

- Development Contract for Plat of Southern Lakes 4th Addition dated June 8, 1998, filed September 24, 1998, as Document No. 382657 with the Office of the Registrar of Titles, Dakota County, Minnesota.

WHEREAS, the conditions imposed by the above-referenced Development Contracts (hereafter referred to collectively as the Development Contracts) with respect to Lot 18, Block 3, Southern Lakes 5th Addition, have been fulfilled.

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

1. The Council hereby approves the attached Release of Lot 18, Block 3, Southern Lakes 5th Addition, Dakota County, Minnesota, From a Development Contract Recorded as Document No. 361508 and from a Development Contract Recorded as Document No. 377907 and from a Development Contract Recorded as Document No. 382657.

2. The Mayor and Deputy City Clerk are authorized to execute the attached Release of Lot 18, Block 3, Southern Lakes 5th Addition, Dakota County, Minnesota, from a Development Contract Recorded as Document No. 361508 and from a Development Contract Recorded as Document No. 377907 and from a Development Contract Recorded as Document No. 382657.

Adopted by the City Council of Inver Grove Heights the 26th day of May, 2009.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 09-_____

RESOLUTION APPROVING A PARTIAL RELEASE OF LOT 18, BLOCK 3, SOUTHERN LAKES 5TH ADDITION, DAKOTA COUNTY, MINNESOTA, FROM A DEVELOPMENT CONTRACT RECORDED AS DOCUMENT NO. 398616

WHEREAS, Lot 18, Block 3, Southern Lakes 5th Addition, according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota, is currently subject to the following Development Contract:

- Development Contract for Plat of Southern Lakes 5th Addition dated February 8, 1999, filed May 7, 1999, as Document No. 398616 with the Office of the Registrar of Titles, Dakota County, Minnesota (hereafter referred to as the Development Contract).

WHEREAS, with certain exceptions, the conditions imposed by the above-referenced Development Contract with respect to Lot 18, Block 3, Southern Lakes 5th Addition, have been fulfilled.

WHEREAS, the attached Partial Release releases Lot 18, Block 3, Southern Lakes 5th Addition from the obligations, responsibilities and duties under the Development Contract, **except for the three (3) following provisions of said Development Contract which shall remain in full force and effect:**

a. **Paragraph 1 of Exhibit E of said Development Contract.**
b. **Paragraph 2 (g) of Exhibit E of said Development Contract.**
c. **Paragraph 2 (h) of Exhibit E of said Development Contract.**

WHEREAS, Paragraph 1 of Exhibit E of said Development Contract, which remains in full force and effect, states as follows:

1.) **STREET LIGHTING**. DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. For calendar years 1999 and 2000, DEVELOPER shall pay the CITY for the energy costs of the lights. The obligation for payment for such years of such energy costs shall be fulfilled by the DEVELOPER paying the CITY $150 per light for each of the lights in the plan and such payment shall be made before release of the PLAT for recording.

Beginning January 1, 2001, and continuing thereafter, the owners of the lots in the PLAT shall be responsible for payment of the energy costs of the lights. The CITY will invoice such owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the owners. The total energy cost for the lights shall be evenly allocated among those lots in the PLAT; the owners of such lots shall make payment directly to the CITY within thirty (30) days after the sending of the invoice. If payment is not made, the CITY may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The owners of the lots in the PLAT and the assigns and successors thereof waive any and all procedural and substantive objections to the imposition of such changes on the respective lots. Further, the owners of the lots in the PLAT and the assigns and successors thereof hereby waive any and all procedural and substantive objections to special assessments for the energy costs of the lights, including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the lots and residences. The owners of the lots and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statute 429.081. The owners and their successors and assigns acknowledge that the benefit from the street lights equal or exceed the amount of the charges and assessments for the energy costs that are being imposed under the DEVELOPMENT CONTRACT.

WHEREAS, Paragraphs 2 (g) and 2 (h) of Exhibit E of said Development Contract, which remain in full force and effect, state as follows:

2. JOINT POWERS AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND CITY OF EAGAN. The PLAT is within the City of Inver Grove Heights. However, the trunk water and sanitary sewer facilities that will serve the PLAT are being extended from the City of Eagan and the core facilities for water and sanitary sewer are in the City of Eagan. To enable the extension to occur and to enable the PLAT to be served with water and sanitary sewer from Eagan, the cities of Inver Grove Heights and Eagan have entered into a 1997 Joint Powers Agreement, hereafter referred to as the JPA.

The DEVELOPER and OWNER acknowledge and agree that the JPA benefits the PLAT and that the PLAT, DEVELOPER PLANS and DEVELOPER PUBLIC IMPROVEMENTS are subject to the JPA. DEVELOPER and OWNER hereby assume and agree to pay all the financial obligations of the City of Inver Grove Heights under the JPA relating to storm water fees, park fees, or park development or park conveyance, trunk area charges, approval of the DEVELOPER PLANS, construction of DEVELOPER PUBLIC IMPROVEMENTS and connection fees. Without limiting the foregoing, DEVELOPER and OWNER agree as follows:

g.) The OWNER and its successors and assigns agree to comply with any restriction, conservation or other regulation of water usage as adopted

from time-to-time by the City of Eagan, of which the City of Eagan informs the City of Inver Grove Heights.

The City of Inver Grove Heights reserves the right to charge water and sanitary sewer user rates based either on the Eagan or Inver Grove Heights rates, whichever is higher.

h.) All storm water fees or charges imposed by the City of Eagan, including those under Sections 7.2, 13.2 and 14.3 of the JPA, shall be paid by the OWNER, DEVELOPER and their assigns as they become due.

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

1. The Council hereby approves the attached Partial Release of Lot 18, Block 3, Southern Lakes 5th Addition, Dakota County, Minnesota, from a Development Contract Recorded as Document No. 398616.

2. The Mayor and Deputy City Clerk are authorized to execute the attached Partial Release of Lot 18, Block 3, Southern Lakes 5th Addition, Dakota County, Minnesota, from a Development Contract Recorded as Document No. 398616.

Adopted by the City Council of Inver Grove Heights the 26th day of May, 2009.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheume, Deputy City Clerk

RELEASE OF LOT 18, BLOCK 3, SOUTHERN LAKES 5TH ADDITION, DAKOTA COUNTY, MINNESOTA, FROM A DEVELOPMENT CONTRACT RECORDED AS DOCUMENT NO. 361508 AND FROM A DEVELOPMENT CONTRACT RECORDED AS DOCUMENT NO. 377907 AND FROM A DEVELOPMENT CONTRACT RECORDED AS DOCUMENT NO. 382657

WHEREAS, Lot 18, Block 3, Southern Lakes 5th Addition, according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota, is currently subject to the following three (3) Development Contracts:

- Development Contract for the Plat of Southern Lakes dated August 22, 1997, and filed October 9, 1997, as Document No. 361508 with the Office of the Registrar of Titles, Dakota County, Minnesota.

- Development Contract for Plat of Southern Lakes 3rd Addition dated April 13, 1998, filed July 21, 1998, as Document No. 377907 with the Office of the Registrar of Titles, Dakota County, Minnesota.

- Development Contract for Plat of Southern Lakes 4th Addition dated June 8, 1998, filed September 24, 1998, as Document No. 382657 with the Office of the Registrar of Titles, Dakota County, Minnesota.

WHEREAS, the conditions imposed by the above-referenced Development Contracts (hereafter referred to collectively as the Development Contracts) with respect to Lot 18, Block 3, Southern Lakes 5th Addition, have been fulfilled.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged the City of Inver Grove Heights does hereby forever release and discharge Lot 18, Block 3, Southern Lakes 5th Addition according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota, from all of the obligations, responsibilities and duties created under the following Development Contracts:

- Development Contract for the Plat of Southern Lakes dated August 22, 1997, and filed October 9, 1997, as Document No. 361508 with the Office of the Registrar of Titles, Dakota County, Minnesota.

- Development Contract for Plat of Southern Lakes 3rd Addition dated April 13, 1998, filed July 21, 1998, as Document No. 377907 with the Office of the Registrar of Titles, Dakota County, Minnesota.

- Development Contract for Plat of Southern Lakes 4th Addition dated June 8, 1998, filed September 24, 1998, as Document No. 382657 with the Office of the Registrar of Titles, Dakota County, Minnesota.

The above-referenced Development Contracts shall no longer be binding upon the fee owner of Lot 18, Block 3, Southern Lakes 5th Addition.

IN WITNESS WHEREOF, this Release is executed by the City of Inver Grove Heights this 26th day of May, 2009.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

By: _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of May, 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

\\lgmfs1\LGM\CLIENTS\810\81000\06000 - Planning\Southern Lakes (Ryan)\Release of Development Contract - Southern Lakes, Southern Lakes 3rd and Southern Lakes 4th 5-8-09 (Lot 18, Block 3, Southern Lakes 5th).doc

PARTIAL RELEASE OF LOT 18, BLOCK 3, SOUTHERN LAKES 5TH ADDITION, DAKOTA COUNTY, MINNESOTA, FROM A DEVELOPMENT CONTRACT RECORDED AS DOCUMENT NO. 398616

WHEREAS, Lot 18, Block 3, Southern Lakes 5th Addition, according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota, is currently subject to the following Development Contract:

- Development Contract for Plat of Southern Lakes 5th Addition dated February 8, 1999, filed May 7, 1999, as Document No. 398616 with the Office of the Registrar of Titles, Dakota County, Minnesota (hereafter referred to as the Development Contract).

WHEREAS, with certain exceptions, the conditions imposed by the above-referenced Development Contract with respect to Lot 18, Block 3, Southern Lakes 5th Addition, have been fulfilled.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged the City of Inver Grove Heights does hereby forever release and discharge Lot 18, Block 3, Southern Lakes 5th Addition according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota, from all of the obligations, responsibilities and duties created under Development Contract for Plat of Southern Lakes 5th Addition dated February 8, 1999, filed May 7, 1999, as Document No. 398616 with the Office of the Registrar of Titles, Dakota County, Minnesota, **except for the three (3) following provisions of said Development Contract which shall remain in full force and effect:**

a. **Paragraph 1 of Exhibit E of said Development Contract.**
b. **Paragraph 2 (g) of Exhibit E of said Development Contract.**
c. **Paragraph 2 (h) of Exhibit E of said Development Contract.**

Paragraph 1 of Exhibit E of said Development Contract, which remains in full force and effect, states as follows:

1.) **STREET LIGHTING**. DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. For calendar years 1999 and 2000, DEVELOPER shall pay the CITY for the energy costs of the lights. The obligation for payment for such years of such energy costs shall be fulfilled by the DEVELOPER paying the CITY $150 per light for each of the lights in the plan and such payment shall be made before release of the PLAT for recording.

Beginning January 1, 2001, and continuing thereafter, the owners of the lots in the PLAT shall be responsible for payment of the energy costs of the lights. The CITY will invoice such owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the owners. The total energy cost for the lights shall be evenly allocated among those lots in the PLAT; the owners of such lots shall make payment directly to the CITY within thirty (30) days after the sending of the invoice. If payment is not made, the CITY may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The owners of the lots in the PLAT and the assigns and successors thereof waive any and all procedural and substantive objections to the imposition of such changes on the respective lots. Further, the owners of the lots in the PLAT and the assigns and successors thereof hereby waive any and all procedural and substantive objections to special assessments for the energy costs of the lights, including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the lots and residences. The owners of the lots and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statute 429.081. The owners and their successors and assigns acknowledge that the benefit from the street lights equal or exceed the amount of the charges and assessments for the energy costs that are being imposed under the DEVELOPMENT CONTRACT.

Paragraphs 2 (g) and 2 (h) of Exhibit E of said Development Contract, which remain in full force and effect, state as follows:

2. JOINT POWERS AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND CITY OF EAGAN. The PLAT is within the City of Inver Grove Heights. However, the trunk water and sanitary sewer facilities that will serve the PLAT are being extended from the City of Eagan and the core facilities for water and sanitary sewer are in the City of Eagan. To enable the extension to occur and to enable the PLAT to be served with water and sanitary sewer from Eagan, the cities of Inver Grove Heights and Eagan have entered into a 1997 Joint Powers Agreement, hereafter referred to as the JPA.

The DEVELOPER and OWNER acknowledge and agree that the JPA benefits the PLAT and that the PLAT, DEVELOPER PLANS and DEVELOPER PUBLIC IMPROVEMENTS are subject to the JPA. DEVELOPER and OWNER hereby assume and agree to pay all the financial obligations of the City of Inver

Grove Heights under the JPA relating to storm water fees, park fees, or park development or park conveyance, trunk area charges, approval of the DEVELOPER PLANS, construction of DEVELOPER PUBLIC IMPROVEMENTS and connection fees. Without limiting the foregoing, DEVELOPER and OWNER agree as follows:

g.) The OWNER and its successors and assigns agree to comply with any restriction, conservation or other regulation of water usage as adopted from time-to-time by the City of Eagan, of which the City of Eagan informs the City of Inver Grove Heights.

The City of Inver Grove Heights reserves the right to charge water and sanitary sewer user rates based either on the Eagan or Inver Grove Heights rates, whichever is higher.

h.) All storm water fees or charges imposed by the City of Eagan, including those under Sections 7.2, 13.2 and 14.3 of the JPA, shall be paid by the OWNER, DEVELOPER and their assigns as they become due.

IN WITNESS WHEREOF, this Partial Release is executed by the City of Inver Grove Heights this 26th day of May, 2009.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

By: _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of May, 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

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

MEMO

TO: **Mayor and City Councilmembers**
FROM: **Timothy J. Kuntz**
DATE: **May 26, 2009**
RE: **Lease Agreement between the City and Cingulair**

Section 1. **Background.** In September 2005, the AT&T (now known as Cingulair) Water Tower Site Lease Agreement (the "Lease") expired while the parties negotiated a new lease. The City and Cingulair engaged in lengthy negotiations and reached a finalized version of the lease but through oversight by both parties, the lease was not executed. In the meantime, Cingulair's equipment has remained on the 50th Street water tower. Cingulair has acknowledged its obligation to pay back rent from September 2005 to present, and the parties are now bringing the Lease to the City Council for approval and execution.

The Lease is modeled after the other various lease agreements with other cellular companies.

Following is a summary of the general terms and conditions of the Lease:

1. The Property that the City owns located at 1770 50th Street

2. Cingulair will make a payment of $73,400 contemporaneously with the execution of the Lease, which will result in full payment of rent through May 31, 2009. Commencing June 1, 2009, Cingulair shall pay the City $1,800.00 per month as rent. Commencing January 1, 2010, the annual rent shall be $22,800.00 and shall be increased each year thereafter on January 1 by 5% of the previous year's annual rent as set forth on Exhibit C to the Lease. Rent shall be paid on the 1st day of each month.

3. The initial five (5) year term ("Initial Term") of the Lease commenced on January 1, 2006 and end on December 31, 2010. Subject to the terms and conditions of the Lease, Verizon shall have the right to extend the Lease for three (3) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

4. Cingulair's use shall only be for the purpose of operation and maintenance of facilities for the transmission and reception of communication signals and for the storage of related equipment as set forth within Sections 1 and 5 of the Lease.

5. The grounds for termination of the Lease are provided in Section 11. Unless otherwise specified, the Lease may be terminated on sixty (60) days notice by

   (a) by either party upon for default without cure within 60 days of the default;
   (b) by Cingulair if it cannot obtain or maintain governmental approval for its operation;
   (c) by Cingulair if the site is no longer technologically feasible for the Cingulair;
   (d) by the City if it decides to redeveloped the leased premises in a manner inconsistent with Cingulair's use of the leased premises or it decides to discontinue use of the water tower;
   (e) by the City if it determines the water tower is structurally unsound, the water tower or other portions of the leased premises are damaged or destroyed;
   (f) By the City if a user with higher priority cannot find another adequate location or Cingulair's antennas unreasonably interfere with the communication signals of a user with higher priority set forth in Section 5(a);
   (g) By the City if Cingulair fails to comply with local, state or federal law or any conditions of approval for its operations;

Section 2. **Requested Action.** The Council is requested to authorize approval of the Lease.

Timothy J. Kuntz

TJK:dme

WATER TOWER SITE LEASE AGREEMENT

Between

City of Inver Grove Heights

And

New Cingular Wireless PCS, LLC, a Delaware limited liability company, f/k/a AT&T Wireless PCS, LLC, a Delaware limited liability company.

Date: January 1, 2006

TABLE OF CONTENTS

1. Leased Premises 1
2. Rent 1
   (a) Amount, Adjustments 1
   (b) Time of Payment, Taxes 1
3. Governmental Approval Contingency 2
   (a) Tenant Application 2
   (b) Interference Study 2
   (c) Non-approval. 2
4. Term and Renewals 2
5. Tenant's Use 2
   (a) User Priority 2
   (b) Purposes 3
   (c) Construction 3
   (d) Operation 3
   (e) Maintenance, Improvement Expenses 3
   (f) Replacements 3
   (g) Drawings 4
   (h) No Interference 4
   (i) Access 4
   (j) Payment of Utilities 4
6. Emergency Facilities 5
7. Additional Buildings 5
8. Defense and Indemnification 5
   (a) General 5
   (b) Hazardous Materials 5
   (c) Tenant's Warranty 5
9. Insurance 6
   (a) Workmen's Compensation 6
   (b) General Liability 6
   (c) Automobile Liability 6
   (d) Additional Insured - Certificate 6
   (e) Waiver of Claims 7
10. Damage or Destruction 7
11. Lease Termination 7
   (a) Events of Termination 7
   (b) Notice of Termination 8
   (c) Site Restoration 8
12. Limitation of Landlord's Liability 8
13. Temporary Interruptions of Service 8
14. Tenant Interference 8
   (a) With Structure 8
   (b) With Higher Priority Users 9
   (c) Interference Study – New Occupants 9
   (d) Interference - New Occupants 9
15. Assignment 9
16. Condemnation 9
17. Disputes 10

18. Enforcement and Attorneys' Fees 10
19. Notices..... 10
20. Authority 10
21. Binding Effect 11
22. Complete Lease: Amendments..... 11
23. Governing Law..... 11
24. Severability..... 11
25. Representation and Warranties..... 11
26. Counterparts 11

EXHIBIT A - Description of Leased Premises and Non-Exclusive Access Drive
EXHIBIT B - Approved Plans for Antenna Facilities
EXHIBIT C - Rent Calculations
EXHIBIT D Memorandum of Lease

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") made effective the 1st day of September, 2005, between City of Inver Grove Heights ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, f/k/a AT&T Wireless PCS, LLC, a Delaware limited liability company. ("Tenant").

WHEREAS, Landlord and Tenant are parties to an existing Site Lease Agreement dated August 1, 1990, which expires August 31, 2005, for the Leased Premises described further hereinbelow:

For good and valuable consideration, the parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, located at 1770 – 50th Street, City of Inver Grove Heights, County of Dakota, State of Minnesota, composed of 940 square feet described in Exhibit A together with non-exclusive access rights to and from 50th Street East along the 20 foot-wide access drive to and from the Inver Grove Heights Water Tower as shown in Exhibit A, subject to any and all existing tenant rights and easements, and a portion of the Inver Grove Heights Water Tower or other structures ("Structure"), as more particularly shown in Exhibit B attached hereto, on which directional antennas, connecting cables, appurtenances and service utilities are attached and located, the exact location of each is approved by Landlord, or are attached at locations previously approved by Landlord and for which no further approvals are required. ("Leased Premises").

2. Rent.

(a) Amount, Adjustments. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of Eighteen Thousand, Six Hundred dollars ($18,600) for the initial year, beginning on January 1, 2006 and ending on December 31, 2006. Said annual rent shall be increased automatically and without notice on January 1, 2007, and each year thereafter on January 1 by five percent (5%) of the previous year's annual rent, as shown in Exhibit C, attached hereto and incorporated herein.

(b) Time of Payment, Taxes. Except as otherwise provided in subsection (c) below, Tenant shall make monthly rent payments to the Landlord. Said monthly rent shall be calculated by dividing the annual rent (as shown in Exhibit C) by twelve (12). The monthly rent shall be paid before the first of each month. For the first month, the rent shall be pro-rated and shall be paid to Landlord in full at the time this Lease is executed. In addition to the monthly rent, Tenant agrees to timely pay its pro-rata share of any taxes or payment in lieu of taxes required resulting from its facilities being located on Landlord's property.

(c) Arrearage Payment. Upon Tenant's execution of this Lease, Tenant shall make a one-time payment to Landlord in the amount of Seventy Three Thousand Four Hundred dollars ($73,400) to fulfill its rental payment obligations pursuant to Paragraph 2(a), which have been in arrears from September 1, 2005 through May 31, 2009. Thereafter, Tenant shall make regular payments to Landlord consistent with Paragraph 2(a) and Exhibit C of this Lease. Despite an execution date after January 1, 2006, the Lease Terms and Renewals as stated in Paragraph 4 shall control.

3. Governmental Approval Contingency.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals, and shall take no action, which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

(b) Interference Study. This paragraph regarding the need for an initial interference study has been deleted since this Lease is a new lease for existing facilities as described in the "WHEREAS clause" shown on page 1 of this Lease.

(c) Non-approval. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issues to Tenant is cancelled, expired, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Lease Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for the rental payment if made pursuant to Subparagraph 2(b) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt. Except as required under Subparagraph 11(c) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

4. Term and Renewals. Pursuant to Subparagraph 2(c), the Tenant shall have the right to use the Leased Premises upon the execution of this Lease and the payment of the pertinent rent payments. The initial five (5) year term ("Initial Term") of this Lease shall commence on January 1, 2006 and end on December 31, 2010. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for three (3) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

This Lease will automatically renew unless Tenant sends written notice to Landlord of Tenant's election not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as provided in accordance with Paragraph 19 of this Lease. The rent for any and all Renewal Terms shall be paid monthly in accordance with Paragraph 2.

5. Tenant's Use.

(a) User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other RF conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord;

2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;

3. Other governmental agencies where use is not related to public safety.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility, equipment, cabinets and an accessory building, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises, provided such additions, deletions, or modifications do not create radio frequency interference with Tenant's telecommunications services except as to higher priority users permitted by Section 5(a). Tenant's communications antenna facility shall consist of antennas at a Landlord-approved location, along with cables and appurtenances connected to an accessory building or cabinet located on the Leased Premises ("Antenna Facilities"). Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies. After the initial installation, Tenant shall not make any substantial external changes to its Antenna Facilities without the prior consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned. The Antenna Facilities existing as of the date hereof are approved by Landlord.

(c) Construction. If Tenant seeks to increase the number of antennas, it must first pay for an evaluation carried out by a qualified professional, retained by Landlord demonstrating that (i) each additional antenna will not interfere with existing antennas or with proposed antennas with a higher priority, and (ii) the Structure can structurally support the additional antennas. The cost of each evaluation must be paid by the Tenant within 30 days after receiving written notice of the cost. Such consent by Landlord for additional antennas will not be unreasonably withheld, conditioned or delayed. Upon Landlord's consent, the parties will negotiate the amount of additional rental for the antennas. Additional antennas shall not be installed until the additional rent has been mutually determined.

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices, and with all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed. Any damage done by Tenant or Tenant's agents to the Leased Premises or other Landlord Property including the Structure during installation or during operations, shall be repaired at Tenant's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(e) Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, and secured by Tenant. If Tenant's Antenna Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure.

(f) Replacements. Before the Tenant may update or replace the Antenna Facilities, Tenant must notify and provide a detailed proposal to Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities together with any other information reasonably requested by Landlord regarding such requested update or replacement, including but not limited to a technical study, carried out at Tenant's expense. Landlord may not unreasonably withhold or delay approval. Notwithstanding the above, Tenant may switch out equipment at the Leased

Premises without Landlord's consent, provided such equipment is materially similar in size, weight and appearance.

(g) Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Leased Premises, but not including equipment within the cabinets or equipment shelter.

(h) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant's existing usage on the Structure and shall not unreasonably interfere with the working use of the water storage facilities thereon or to be placed thereon by Landlord.

(i) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities, except that the interior of the Structure shall remain locked and secured by the Landlord. Tenant may gain access to the Leased Premises by contacting the Landlord's Public Works Department during regular business hours, or by contacting the Landlord's Public Works Department emergency personnel after regular business hours. Except in an emergency, Tenant shall have access to the Structure only with the approval of Landlord. Tenant shall request access to the Structure twenty-four (24) hours in advance, except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time other than the regular business hours of Landlord, Landlord may charge Tenant for its direct reasonable costs, including employees' wages, that Landlord may incur in providing such access to Tenant not to exceed $100 for each Landlord employee trip to the Structure to accommodate the Tenant's need for access to the Structure after regular business hours. The Landlord shall use its best efforts to expedite access to the interior of the Structure in the case of an emergency, but Landlord shall not be liable for any damages, claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, arising from delayed access to the interior of the Structure.

(j) Payment of Utilities. Tenant shall separately meter the Leased Premises for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

(k) Structure Painting. Upon at least one hundred eighty (180) days' notice from Landlord, Tenant, at its sole cost and expense, shall make any necessary arrangements to either temporarily protect or remove its Antenna Facilities as a result of Landlord's painting or other maintenance of the Structure. Should Landlord and Tenant agree that the scheduled maintenance or painting of the Structure will prevent Tenant from using the Structure as Tenant's communications facility, and it is reasonable and feasible for Tenant to temporarily relocate rather than leave in place and protect its Antenna Facilities, then Tenant shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location at 1770 – 50th Street, and in such event, Tenant shall not be required to pay Rent to Landlord during the period that Tenant operates a temporary antenna facility at 1770 – 50th Street. Landlord and Tenant acknowledge and agree that, if Tenant must temporarily remove any portion of the Antenna

Facilities pursuant to this subsection, the only equipment that Tenant will be required to temporarily move are its antennas, coaxial cables and equipment cabinets.

6. Emergency Facilities. In the event of a natural or man made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed 90 days unless Tenant obtains written approval from the Landlord.

7. Additional Buildings. This provision shall apply to tenants that construct a building on the Landlord's property (outside of the 940 square feet leased to Tenant) for its antenna facilities. Tenant acknowledges that Landlord may permit additional buildings to be constructed on the Landlord's property. At such time as this may occur, Tenant will permit said buildings to be placed immediately adjacent to Tenant's building and will allow "attachments" to its building so as to give the appearance that all buildings are a connected facility. Said "attachments" will be made at no cost to Tenant and will not compromise the structural integrity of Tenant's building nor shall such "attachments" interfere with Tenant's operations of its Antenna Facilities. Any said "attachments" must be approved in writing by the Tenant prior to construction, and Tenant agrees to not unreasonably withhold said approval of an "attachment" that does not interfere with Tenant's operation of its Antenna Facilities.

8. Defense and Indemnification.

(a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord for claims arising out of the installation, operation, use, maintenance, repair, or removal of Tenant's Antenna Facilities, equipment and related facilities on the Leased Premises except to the extent attributable to the gross negligence, willful misconduct, or other fault of Landlord, Landlord's employees, contractors, agents or other tenants, licensees or users of Landlord's property.

(b) Hazardous Materials. Without limiting the scope of Subparagraph 8(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord will be solely responsible for and will defend, indemnify and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of Landlord's property, including the Leased Premises, with respect to Hazardous Materials other than those introduced to the Leased Premises or Landlord's property by Tenant.

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor

transport to or over the Leased Premises, any Hazardous Materials (other than fuel and oil used in connection with the ordinary and lawful operation of automotive vehicles and power generators, which shall not be disposed or released on the Premises), unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. Landlord acknowledges that Tenant has informed Landlord that Tenant will use and store a battery powered emergency electrical back-up system. The obligations of Paragraph 8 shall survive the expiration or other termination of this Lease.

9. Insurance.

(a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than $500,000 Bodily Injury each accident, $500,000 Bodily Injury by disease, policy limit, and $500,000 Bodily Injury by disease, each employee.

(b) General Liability. The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, Property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than $1,000,000 each occurrence; $1,000,000 personal and advertising injury; $2,000,000 general aggregate, and $2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

Tenant will maintain Completed Operations coverage for a minimum of two years after the construction is completed.

(c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of $1,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of ridges afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists' coverages.

(d) Additional Insured – Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better), licensed to do business in the state of Minnesota, which includes all coverage required in Paragraph 9. Tenant will list the Landlord as an Additional Insured on the General Liability, to the extent of Landlord's liability arising from its interest in the Leased

Premises. The Certificate(s) shall also provide the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to the Landlord. In the event that Tenant is self-insured, Tenant shall provide Landlord with a certificate showing compliance with the foregoing policy limits.

(e) Waiver of Claims. Tenant assumes all risk of loss of or damage to Tenant's property or leasehold improvements within the Leased Premises, including the portion of the Structure contained within the Leased Premises, which is not caused by the negligence of Landlord, its employees or agents, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of God, act of any other tenant, person or thing, or any other cause.

10. Damage or Destruction. If the Leased Premises are destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon 30 days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

11. Lease Termination.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party; provided, however, that if cure can not be reasonably completed within 60 days from the date of notice, then such cure period shall be reasonable extended so long as cure is commenced within the 60 days and diligently pursued to completion (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business;

(iii) by Tenant for cause if the Leased Premises is or becomes unacceptable for technological reasons under the Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong or if its Site is no longer required by Tenant;

(iv) by Landlord, if its Council decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with the continued use of the Leased Premises by Tenant and/or to discontinue use of the Structure for all purposes;

(v) by Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises; or

(vi) by Landlord if it determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with the communication signals of another user with a higher priority, regardless of whether or not such RF interference was predicted in the initial interference study that was part of the application process; or

(vii) by Landlord if Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, provided that Tenant has received notice of same and a reasonable period of time to cure such compliance, in accordance with subsection (a)(i) above.

(b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

(c) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have 60 days from termination or expiration date to remove its Antenna Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure. In the event that Tenant's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Landlord, Landlord may remove and store Tenant's Antenna Facilities at Tenant's sole expense. If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to the tenant in accordance with Paragraph 19 of this Lease.

12. Limitation of Landlord's Liability. Notwithstanding anything to the contrary in this Lease, in no event will either party be liable to the other party for punitive, indirect, incidental, special or consequential damages suffered by the other party, including, without limitation, loss of profits, income or business opportunities; provided however, that this provision shall not release or reduce Tenant's obligation to pay Rent to Landlord in accordance with the terms of this Lease.

13. Temporary Interruptions of Service. If Landlord determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion.

14. Tenant Interference.

(a) With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three (3) business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased

Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With High Priority Users. If Tenant's Antenna Facilities cause impermissible RF interference with higher priority users as set forth in Subparagraph 5(a) above, or with pre-existing tenants operating within their respective frequencies and in accordance with all applicable laws and regulations, Tenant and Landlord shall take all measures necessary to correct and eliminate the RF interference. If the RF interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the RF interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the RF interference has been eliminated. If the RF interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may, at its option, terminate this Lease immediately.

(c) Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area in the Property, Tenant agrees to provide the Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord shall then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's proposed use or frequencies will cause any interference to Tenant's use of the Leased Premises or operation of its Antenna Facilities. Landlord shall require the new applicant to pay for such interference studies.

(d) Interference – New Occupants. Landlord agrees that it will not grant a future lease in the Landlord's property to any party who is of equal or lower priority to Tenant under Section 5(a), if such party's use is reasonably anticipated to interfere with Tenant's use of the Leased Premises or operation of its Antenna Facilities. Landlord agrees further that any future lease of the Property will prohibit a user of equal or lower priority from interfering with Tenant's use of the Leased Premises or operation of its Antenna Facilities. Landlord agrees that it will require any subsequent occupants of the Property of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

15. Assignment. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld. Notwithstanding the above, Tenant may assign this Lease without Landlord's consent to a FCC license holder with assets in excess of Fifty Million Dollars ($50,000,000.00). Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity that provides financing for the purchase of the equipment to be installed at the Leased Premises.

16. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days

written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

17. Disputes. [Intentionally deleted]

18. Enforcement and Attorney's Fees. In the event that either party to this Lease shall bring a claim in litigation to enforce any right hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

19. Notices. All notices hereunder must be in writing and shall be deemed validly served if sent by nationally recognized overnight courier that provides written evidence of delivery or by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice);

If to Landlord, to: City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Attn: City Administrator

If to Tenant, to: c/o: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site No.: MI-043, Cell Site Name: Babcock Trail
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
RE: Cell Site No.: MI-043, Cell Site Name: Babcock Trail
15 E. Midland Avenue
Paramus, NJ 07652

20. Authority. Each of the individuals executing this Lease on behalf of the Tenant and Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

21. Binding Effect. This lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

22. Complete Lease: Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any

kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

23. Governing Law. This Lease shall be construed in accordance with the laws of the State of Minnesota.

24. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

25. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Water Tower Site Lease Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, Lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

26. Counterparts. This Lease 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.

27. Memorandum/Short Form Lease. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD: CITY OF INVER GROVE HEIGHTS

By_____
Its Mayor George Tourville

By_____
Its Deputy City Clerk Melissa Rheaume

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 the 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 on 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

TENANT: New Cingular Wireless PCS, LLC, f/k/a AT&T Wireless Services, Inc.
By: AT&T Mobility Corporation, its Manager

By_____
Peter D. Neill
Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared Peter D. Neill to me personally known, who being by me duly sworn, did say that he is a _____ (title) of AT&T mobility Corporation, the Manager of the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company and said _____ (title) acknowledged said instrument to be the free act and deed of the limited liability company.

_____
Notary Public

L:\CLIENTS\810\81000\09000\Water Tower Leases\AT&T-Cingular\Water Tower Lease Agreement Cingular Lease, Final Version, clean,5-20-09.doc

EXHIBIT A

Description of Leased Premises and Non-Exclusive Access Drive

EXHIBIT B

Approved Plans for Antenna Facilities

EXHIBIT C
Rent Calculations

Calendar Year	Annual Rent	Monthly Rent
2006	$18,600.00	$1,550.00
2007	$19,500.00	$1,625.00
2008	$20,400.00	$1,700.00
2009	$21,600.00	$1,800.00
2010	$22,800.00	$1,900.00
If renewed:		
2011	$23,940.00	$1,995.00
2012	$25,137.00	$2,094.75
2013	$26,393.88	$2,199.49
2014	$27,713.52	$2,309.46
2015	$29,099.16	$2,424.93
If renewed:		
2016	$30,554.16	$2,546.18
2017	$32,081.88	$2,673.49
2018	$33,685.92	$2,807.16
2019	$35,370.24	$2,947.52
2020	$37,138.80	$3,094.90
If renewed:		
2021	$38,995.68	$3,249.64
2022	$40,945.56	$3,412.13
2023	$42,992.76	$3,582.73
2024	$45,142.44	$3,761.87
2025	$47,399.52	$3,949.96

The rent increase shall occur automatically without notice.

EXHIBIT D
MEMORANDUM OF LEASE

Prepared by:
SAC NAME
SAC FIRM
FIRM ADDRESS
CITY, STATE ZIP

Return to:
c/o Cingular Wireless LLC
6100 Atlantic Boulevard
Norcross, Georgia 30071
Attn: Network Real Estate Administration

Re: Cell Site #_____; Cell Site Name:

State:
County:

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 200__, by and between _____, a _____, having a mailing address of _____ (hereinafter referred to as "Landlord") and _____, a _____, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the _____ day of _____, 200__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("Initial Term") commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES: "LANDLORD"

Print Name:

By:
Print Name: Print Name:
Its:
Date:

"TENANT"

Print Name:

By:
Print Name: Print Name:
Its:
Date:

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

On the _____ day of _____, 200_, before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the_____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public:
My Commission Expires:

LANDLORD ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

I CERTIFY that on _____ _____, 200__, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public:
My Commission Expires:

EXHIBIT 1

DESCRIPTION OF PREMISES

Page _____ of _____ to the Memorandum of Lease dated _____ ___, 200__, by and between _____, a , as Landlord, and _____, a _____, as Tenant.

The Premises are described and/or depicted as follows:

AGENDA ITEM 4I

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve purchase of eight-inch pressure reducing station from Northwestern Power Equipment Company, Inc.

Meeting Date: May 26, 2009
Item Type: Consent
Contact: Jim Sweeney, 651.450.2565
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
X	Other: Water Connection Fund

PURPOSE/ACTION REQUESTED

Approve purchase of eight-inch pressure reducing station from Northwestern Power Equipment Company, Inc.

SUMMARY

The pressure reducing valve (prv) is one of two prv's that are proposed to provide flexibility in maintaining water service when future maintenance is required for the South Grove Reservoir and the 75th Street trunk water main.

The prv is proposed to be installed in conjunction with the 2009-09D South Grove Urban Street Reconstruction project to save costs. The work would be funded from the Water Connection Fund. Two quotes were obtained.

Northwestern Power Equipment Company, Inc.	$41,752.00
Dakota Pump Incorporated	$48,545.00

I recommend accepting the quote from Northwestern Power Equipment Company, Inc. for $41,752.00.

SDT/kf
Attachments: Memo from Jim Sweeney
Map
Quotes

City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

TO : Scott Thureen

FROM : Jim Sweeney

SUBJECT : **78th Street Pressure Reducing Valve**

DATE : April 3, 2009

Attached is a proposal from Northwestern Power Equipment Company. This proposal is for an 8 inch pressure reducing valve (prv) station that would be installed on 78th Street near Clayton Avenue. This valve would supply water from the Asher Pressure Zone to the South Grove Pressure Zone. Below I have summarized the two main points that the Utility Division feels are the justification for installing this prv, and in the near future another prv on 65th Street near Blaine Avenue.

South Grove Reservoir

The 5 million gallon South Grove Reservoir, located at 75th Street and Babcock Trail, serves as a water tower for the South Grove Pressure Zone. The borders for this pressure zone are basically Cahill Avenue on the west, Concord Blvd. on the east, 78th Street on the south, and 55th Street on the north. This zone also supplies water to the Concord Area Pressure Zone through 2 prv`s located on 66th Street, and on Dawn Way. Installation of the prv`s would allow us to drain this reservoir for maintenance, cleaning/painting etc, and still maintain an adequate water supply to the South Grove Pressure Zone.

75th Street 30 Inch Trunk Watermain

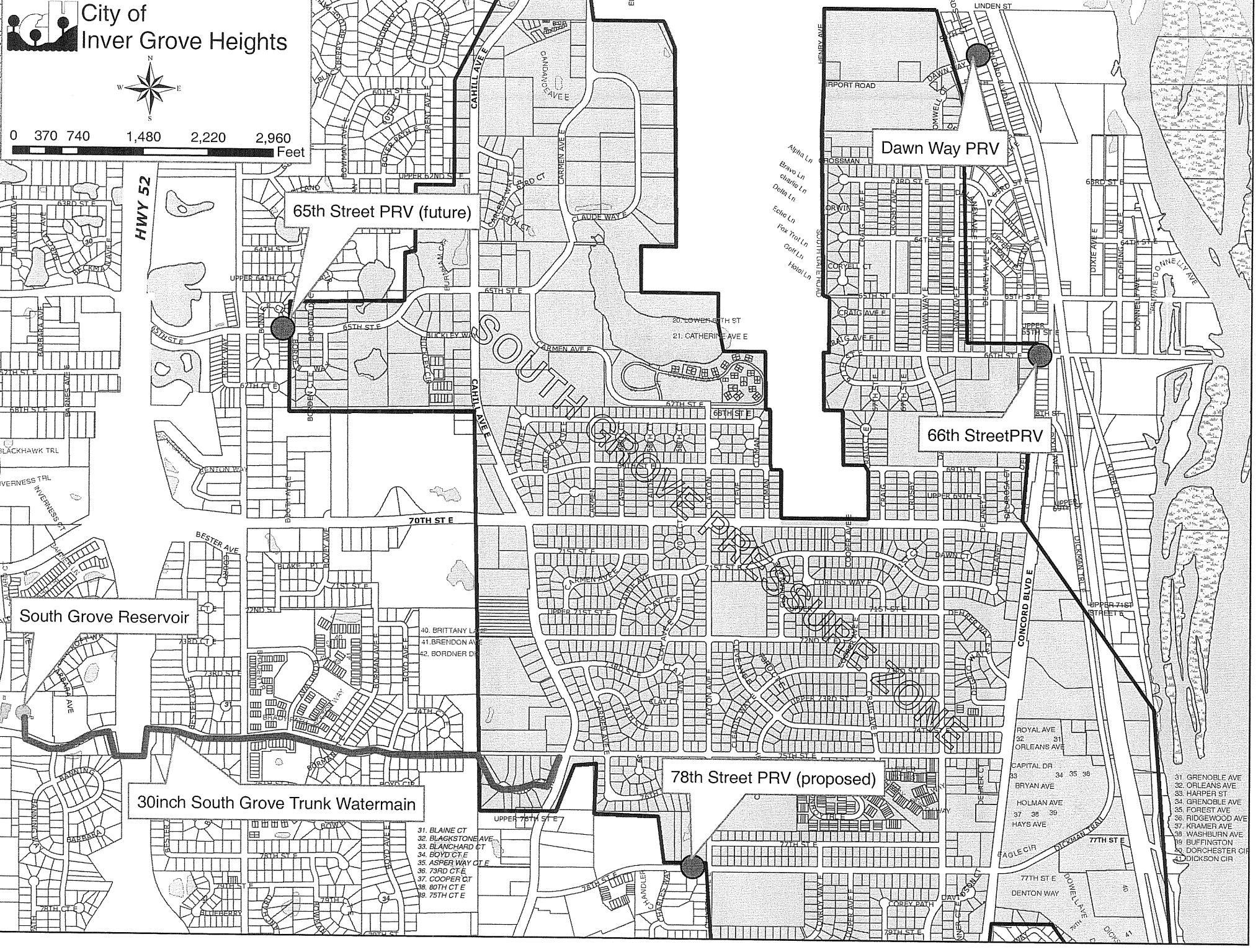
This watermain runs along the 75th Street corridor from the South Grove Reservoir to Cahill Avenue, a distance of 1.3 miles. West of Blaine Avenue this watermain is located in an easement where access would be a challenge. The pipeline itself is constructed of prestressed concrete cylinder pipe (pccp), this pipe is no longer a common material used in the water industry, and is quite difficult to repair. If we experience a problem with this pipe, it would be reasonable to expect repairs to take several days - if not weeks – to complete.

By installing these prv`s, we would provide the City an alternate method to serve the 3400 plus service connections that would be affected by the failure of either one of these major pieces of our water system infrastructure.

Utilities Division has sought only one quote for this prv station. You may recall we purchased the same brand of station last year for the 66th Street prv, and we feel it is wise to standardize this type of equipment much like fire hydrants and other appurtenances in the water system.

Utilities Division recommends acceptance of the proposal from Northwestern Power Equipment Company for the amount of $ 44,465.88 – including sales tax – and approval to order the 78th Street pressure reducing station.

Thanks, Jim


City of
Inver Grove Heights
0 370 740 1,480 2,220 2,960
Feet
65th Street PRV (future)
Dawn Way PRV
66th StreetPRV
South Grove Reservoir
30inch South Grove Trunk Watermain
78th Street PRV (proposed)
HWY 52
CAHILL AVE E
CONCORD BLVD E
70TH ST E
77TH ST E
31. GRENOBLE AVE
32. ORLEANS AVE
33. HARPER ST
34. GRENOBLE AVE
35. FOREST AVE
36. RIDGEWOOD AVE
37. KRAMER AVE
38. WASHBURN AVE
39. BUFFINGTON
40. DORCHESTER CIR
41. DICKSON CIR

Northwestern Power™ Equipment Co., Inc.

TO:
JIM SWEENY,
UTILITY SUPT.
CITY WATER DEPT.
ROSEVILLE GROVE HEIGHTS, MN
(FAX 651-455-9405)

DATE:
2-17-09

REFERENCE:
CORIX CONCRETE VAULT
PRESSURE REDUCING
VALVE STATIONS

FROM:
Bob Gerhard
P.O. Box 131180
Roseville, MN 55113
Phone: 651-628-0683
Fax: 651-628-0753

DESCRIPTION	QTY.	UNIT PRICE	TOTAL
A. STATION No. 2 - 8" x 2" PRV STATION:	ONE	$39,748.00	WEIGHTS
1. CORIX MODEL AE PRECAST 13765 CHAMBER PER QUOTE # 09-02-0100-R1 AND BILL OF MATERIALS SHOWN INCLUDING:			25,500 LBS
a. 2" CLA-VAL MODEL 906-01BCSYKCKKCKK-X101 PRV, DIST-150# FGSD., WITH ISOLATING PETCOCKS, OPENING & CLOSING SPEED CONTROLS, EXTERNAL 'Y' STRAINER, FLUSHED-EASY CLEANING INSIDE & OUT, DELRIN SLEEVE ON MAIN VALVE STEM, SS. STEEL TUBING & FITTINGS, VALVE POSITION INDICATOR & ADJUSTABLE PILOT -	ONE	(INCLUDED)	
b. 2" CLA-VAL MODEL 906-01BC3XKCKK-X101 PRV, SAME AS ABOVE EXCEPT WITH 303 SS TRIM INSTEAD OF BRONZE & VALVE STEM DOES NOT HAVE DELRIN SLEEVE -	ONE	(")	
2. FREIGHT TO ROSEVILLE GROVE HEIGHTS -	ONE	(")	
3. START-UP SERVICE & OPERATOR TRAINING -	ONE	(")	
B. STATION No. 3 - 8" x 3" PRV STATION:	ONE	$41,752.00	25,570 LBS.
1. CORIX VAULT, SAME AS ABOVE, WITH:			
a. 8" CLA-VAL PRV, SAME AS ABOVE -	ONE	(INCLUDED)	
b. 3" " " , OTHERWISE AS ABOVE	ONE	(")	
2. FREIGHT TO ROSEVILLE GROVE HEIGHTS -	ONE	(")	
3. START-UP SERVICE & TRAINING -	ONE	(")	

Prices: Net FOB Factory
Terms: Net 30 Days, Subject to Credit Approval
Estimated Shipping Time: SIX - AFTER APPROVAL **Days/Weeks**
Estimated Submittal Time: 3 TO 4 DAYS ARO **Days/Weeks**
Freight Allowed: (Yes) No
Startup Service & Training Included: (Yes) No

Subtotal		
Tax	%	PLUS TAX
Total		

cc. DON KLUCK, OFFICE
ANDY CASELLI, CLA-VAL CO.

CORIX Water Systems

Corix Water Systems

#100- 20329 Logan Avenue, Langley, B C, V3A 4L6 Canada Ph. (604) 539-9399Fax (604)539-9309
TOLL FREE 1-800-500-8855 E-mail : dmorley@corix.com

RE: #2 Inver Grove Heights, MN **QUOTE # 09-02-0100-R1**

1 8" Cla-Val 90-01 BCSY X101 Pressure Reducing Valve
8" 100-01 main valve, ductile iron, bronze trim, 150# flanged, globe style
Supplied by others

1 2" Cla-Val 90-01 BCSY X101 Pressure Reducing Valve
2" 100-01 main valve, ductile iron, bronze trim, 300# threaded, globe style
Supplied by others

2 8" Clow NRS RW Gate Valve 150# Flange c/w handwheel

2 2" Clow NRS RW Gate Valves, threaded c/w handwheel

1 3/4" Hose bib c/w vacuum breaker

3 8" Victaulic 07 Coupling

1 2" Victaulic 07 Coupling

2 4" Liquid filled pressure gauges c/w isolation valve 0-200

1 AE Precast 13765 Chamber
13' L X 7' W X 6'6" D inside dimensions
Cored 12" holes for 8" pipe
CS55 Black Exterior Dampproofing - bottom only
CS55 White Interior Paint

1 Chamber Insulation

1 C23 Cast Iron Manhole Frame and Cover WT
shipped loose installed by others

1 10' Aluminum Safety Ladder c/w Brackets
shipped loose installed by others

4 Galvanized Pipe Supports

2 8" EBAA Iron 3800 Series Translation Couplings
shipped loose installed by others

2 8" Pipe Seal

Diana Morley
Project Manager

WE ARE EXCLUSIVE DISTRIBUTORS FOR CLA-VAL, APCO AND FEBCO...
PLEASE GIVE US A CALL FOR QUOTATIONS OR TECHNICAL ADVICE
formerly TERASEN WATER INC.

CORIX Water Systems

Corix Water Systems

#100- 20329 Logan Avenue, Langley, B.C. V3A 4L8 Canada Ph. (604) 539-9399Fax (604)539-9309
TOLL FREE 1-800-500-8855 E-mail : dmorley@corix.com

RE: #3 Inver Grove Heights - MN **QUOTE # 09-02-0101**

1 **3" Cla Val 90G-01 BSYKC X101 Pressure Reducing Valve**
3" 100-01 Main Valve
150# flanged end detail, globe style
Ductile Iron Body and Cover, bronze trim
Y Y strainer
B Isolation valves
S Opening speed control
3/8" CRD 30 -300 PSI Range set @ PSI
X58C Restriction Fitting
KC Interior & exterior epoxy coating
X101 position indicator
SUPPLIED BY OTHERS

1 **8" Cla Val 90G-01BYKC X101 Pressure Reducing Valve**
8" 100-01 Main Valve
150# Flange End Detail
Ductile Iron Body and Cover, bronze trim
Y - Y Strainer
B - Isolation ball valves for piloting
X58C Restriction Fitting
CRD 30 -300 PSI Range set @ PSI
KC - Interior & exterior epoxy coating
X101 Position indicator
SUPPLIED BY OTHERS

2 **6"Clow NRS 150 # Gate Valves c/w hand wheels**

2 **3" Clow NRS flanged Gate Valves c/w hand wheel & 150# flange**

3 **8" Victaulic 07 Coupling**

1 **3" Victaulic 07 Coupling**

2 **8" EBAA Iron Series 3800 Restraint ST X DI Transisiton Couplings**

2 **4" Liquid filled Pressure gauge 0-200 psi c/w isolation valves**

1 **AE 13765 Concrete Chamber**
13' L X 7' W X 6'6" D inside dimension
Cored holes (12" for 8" pipe)
CS55 Black Exterior dampproofing- bottom only
CS55 White Interior
Mastic Seal

1 **Chamber insulation**

1 **10' Aluminum safety ladder c/w mounting brackets**
Shipped loose - installed by others

1 **Hose bib assembly**

4 **Adjustable Galvanized Pipe supports standard**

WE ARE EXCLUSIVE DISTRIBUTORS FOR CLA-VAL, APCO AND FEBCO...
PLEASE GIVE US A CALL FOR QUOTATIONS OR TECHNICAL ADVICE
formerly TERASEN WATER INC.

RE: #3 Inver Grove Heights - MN QUOTE # 09-02-0101

PAGE : 2

2 8" Pipe Seal

1 C23 Cast Iron Manhole Frame & Cover WT
shipped loose installed by others

Diana Morley
Project Manager

WE ARE EXCLUSIVE DISTRIBUTORS FOR CLA-VAL, APCO AND FEBCO...
PLEASE GIVE US A CALL FOR QUOTATIONS OR TECHNICAL ADVICE
formerly TERASEN WATER INC.

DAKOTA PUMP INCORPORATED

P. O. BOX 947 - MITCHELL, SD 57301 - PHONE (605) 996-6636 - FAX (605) 996-6067
sales@dakotapump.com

PROPOSAL # 09-05-1

PROJECT NAME: 78th Street PRV
PROJECT LOCATION: Inver Grove Heights, Minnesota

We hereby propose to furnish:

One (1) Dakota Pump Inc. factory built pressure reducing valve vault, complete as follows:

All equipment is assembled in a 10' diameter by 7' high welded steel chamber, with a Neenah Foundry Type R-6668S50 entrance hatch and aluminum ladder with safety post for access. The principal items of equipment include: power and control panel with circuit breakers for 1/60/230 volt power; mountings for telemetry (furnished by others); 8" diameter plain end steel pipe exterior inlet and outlet connections; 8"/3" steel interior piping and valves, including one 3" Cla-Val 90-01ASKC pressure reducing valve, one 8" Cla-Val 90-01BYKC pressure reducing valve, and butterfly isolation valves as required; lighting; ventilation blower; sump pump; dehumidifier; heater; four 17# packaged magnesium anode packs with test panel; two pressure gauges; fusion bonded internal pipe coating; exterior chamber insulation; unit is shop painted and wired, except for power feed lines and external connections; Dakota Pump Inc. standard construction features, materials and appurtenances.

EXCEPTIONS: As above, and: Sump pump discharge line and ventilation lines will terminate on the exterior of the chamber with the exterior piping by others.

TOTAL PRICE - $ 48,545.00 . F.O.B. factory, freight allowed to jobsite or nearest passable road, plus any applicable Federal, State or Local taxes. (No taxes in price quoted). This proposed price is firm, provided this proposal is signed and returned within 45 days of date bid and if approved submittals are received at the factory within 45 days of the date mailed from the factory.

TERMS - Net due 30 days after date of billing, with appropriate bonding. These terms are independent of and are not contingent upon the manner in which the purchaser may receive payment from others. Retainages are available, please contact the factory for details.

ESTIMATED DELIVERY - 9 to 14 weeks after formal approval. **APPROXIMATE UNIT WEIGHT** - 20,500 #.
Unloading at jobsite by others. Field welding, installation, and power entrance wiring by others (as required).

SUPERVISION AND START-UP SERVICE - (is) (is not) included in this proposal, _____ day(s), _____ trip(s).

Accepted _____ 20_____

by_____
(Signature)

_____
(Print or Type Name Above) (Title)

_____
(Company)

_____
(Address)

_____
(Phone Number) (FAX Number)

Submitted April 17, 2009

Bill Sebert

Bill Sebert, Sales
DAKOTA PUMP INCORPORATED

Represented by Engineering America, Inc.

Salesman Kevin Regan

NOTE: All orders subject to the terms and conditions listed above and noted on the attached.

CONDITIONS

1. Proposals on specific CONTRACTS are void unless accepted by buyer within 45 days of the date on the Proposal, unless extended in writing. Dakota Pump Incorporated's, (hereafter referred to as Seller), acceptance of order is subject to the approval of the Seller's credit department.

2. Sizes, items, and quantities represent only our interpretation of the plans and specifications, and are not to be construed as being correct and exact. Any equipment not specifically mentioned on the Proposal, may not be included and Buyer should contact seller for written clarification, should questions arise. Any State, Local or Federal inspections or permits, required for electrical systems, maintenance lift, or other furnished equipment, shall be at the expense of the Buyer.

3. This Proposal shall be considered as the CONTRACT, when signed by an Authorized Agent of the Buyer, and accepted and acknowledged by an Authorized Representative of the Seller's home office in Mitchell, South Dakota. No condition, representation, or agreement altering, detracting from, or adding to the provisions of this order shall be valid unless such condition, representation, or agreement is in writing and approved by the Buyer and an Authorized Representative of the Seller's home office in Mitchell, South Dakota.

4. Any taxes, tariffs, or duties which may be levied on this material, are the Buyer's liability, and are not included in this Proposal.

5. Seller's payment terms are Net due 30 days after date of billing. Seller may ship in a "when ready" basis and partial invoice that equipment shipped. Partial invoices are bound by the same terms and conditions as those invoices submitted upon complete shipment of equipment. Service Charges at the maximum legal rate per month allowed by the State in which the sale is made, will be charged to the Buyer on the unpaid balance of all billings over 30 days old.

6. The Buyer accepts that no retentions or backcharges shall be withheld from the TOTAL SELL PRICE of this Proposal, without the approval of the Seller by written Purchase Order.

7. Prices quoted are F.O.B. Factory with full freight allowed, based on current applicable freight rates, any increase thereof shall be passed on to the Buyer. Delivery by trucker or common carrier will be made to the nearest point reasonably accessible by same, as determined by the driver. Buyer will furnish and pay for any labor and/or equipment required for unloading the transport(s).

8. Seller shall not be responsible for delays in shipment caused by Acts of God, Strikes, Labor Disturbances, Accidents, Fire, Shortages of Labor, Materials or Transportation, Governmental Restrictions, Laws or Regulations, Delays in Transportation, or other Conditions of Delay, which are beyond the control of the Seller. Seller shall not be responsible for any backcharges or liquidated damages caused by delays in shipment/shipping.

9. Buyer shall accept delivery as per the date set at the original agreement. If delivery of the unit is postponed at the request of the Buyer, interest at the maximum legal rate per month, dictated by the State in which the sale is made and on the full purchase price, plus storage charges will be added to the agree purchase price.

10. This order is not subject to cancellation by the Buyer, except prior to shipment, and then only on the payment to the Seller for the cost of labor and materials already performed, plus 10% of the Total Sell Price, as liquidated damages, which the Buyer agrees to pay.

11. Title to all goods sold under this CONTRACT shall remain in the Seller's name until completely paid for and acknowledged as such by the Seller. The goods shall remain strictly personal property, however affixed to realty or fixtures of the Buyer. Buyer shall keep the property insured and free from all liens and encumbrances, pay all taxes thereon, make good all loss, damage, or deterioration, and take steps necessary to preserve the Seller's title, including the execution and filing or otherwise recording of all instruments necessary for such purpose. Seller shall have, and in the event of default in the terms hereof, may exercise excessively and not in the alternative, all rights and remedies provided by the applicable laws and jurisdiction relative to conditional sales, and if expressedly herein and so provided, and, insofar as permitted by such laws, may declare all sums immediately due and payable and take possession of the property or any part thereof wherever found, and may sell same at public or private sale on such terms as it may deem advisable, giving Buyer ten days written notice of the time and place of said sale. In the event of non-payment of this contract within the stated terms, Seller shall have the right to re-posses any and all equipment sold under this CONTRACT and shall charge the Buyer with any excess expense involved in such a transaction.

12. The Seller does not assume any responsibility or liability with respect to use, purpose, or suitability of this equipment, and shall not be liable for damages of any character, whether direct or consequential, caused by defect in equipment, delay in transit, or otherwise. Seller's sole liability and obligation being confined to the replacement of defectively manufactured guaranteed parts, failing within the warranty time set by the Seller's standard warranty (12 months after start-up or 15 months from shipment from Seller's factory). No representation is made that any equipment manufactured or sold by Dakota Pump Inc. does or does not meet existing State or Federal OSHA Standards.

13. Since this agreement is closed upon acceptance by an Authorized Representative of the Seller's home office in Mitchell, South Dakota, it is understood by all parties that the laws of the State of South Dakota will govern the contract. Any legal remedies sought by either Buyer or Seller, shall take place in a South Dakota Court.

AGENDA ITEM 4J

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Accept Proposal for Water Distribution System Leak Detection Services

Meeting Date: May 26, 2009
Item Type: Consent
Contact: Jim Sweeney, 651.450.2565
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
X	Other: Water Connection Fund

PURPOSE/ACTION REQUESTED

Accept proposal for Water Distribution System Leak Detection Services.

SUMMARY

The Utility Division has contracted for leak detection services for the water distribution system since 1997. This service allows us to identify and repair leaks before they became major issues, saving on the cost of repairs and helping with our efforts to conserve water. The cost for this work is included in the approved Water Utility Budget.

Two quotes were received:

Water Conservation Service, Inc.	$6,380.00
TKDA	$7,100.00

I recommend accepting the proposal from Water Conservation Service, Inc. in an amount not to exceed $6,380.00.

SDT/kf
Attachments: Memo from Jim Sweeney
Proposals

City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

TO : Scott Thureen

FROM : Jim Sweeney

SUBJECT : **Watermain Leak Detection**

DATE : April 24, 2009

Since 1997 the Utility Division has annually employed the services of a leak detection contractor. Electronic "listening" equipment is deployed throughout the water distribution system to detect water escaping from the pipelines, valves, or hydrants. Over the years this service has detected many leaks which were not coming to the surface, and likely would have gone undetected for a long period of time. With the ever increasing costs of water production and treatment, we feel it is wise to be aggressive in our efforts to detect and repair leaks.

Attached are 2 proposals for leak detection services in 2009. We recommend accepting the proposal from Water Conservation Service Inc. for a not to exceed amount of $ 6380.00.

Thanks, Jim

Water Conservation Service, Inc.

TONY SCHRANTZ
6251 WEST SHADOW LK DR
LINO LAKES, MN 55014

PH: 612-600-8716...24/7
FX: 651-639-2574
E : h2oleak@comcast.net
www.watermainleaklocator.com

March 31, 2009

City of Inver Grove Heights
Mr. James Sweeney
Water Superintendent
8159 Barbara Ave.
Inver Grove Heights, MN 55077

RE: 2009 Leak Survey Proposal

Dear Mr. Sweeney,

Attached is a proposal to perform a leak survey for the City of Inver Grove Heights.

Marc Baldwin has performed your leak survey for the last few years, and will again be available to work in your city. He is experienced with your water system, thorough with his work, and professional.

I look forward to the opportunity to work with the City of Inver Grove Heights. If you have any questions regarding the proposal, feel free to give me a call.

Sincerely,

Tony Schrantz
Water Conservation Services, Inc.

WATER LEAK SURVEY AND REPORT

1. WCS proposes to survey Inver Grove Heights's water system to identify the presence and approximate location of leaks. This will include approximately 1,575 hydrants.

2. When the survey is complete, WCS will submit a report summarizing the location of the leaks found during the survey.

PIN-POINTING THE LEAKS

When the report of the survey is submitted, we will set up a time to meet with someone from the water department to determine the precise location of the leaks identified during the survey. After that is complete, we will submit a final report summarizing the precise location of each leak.

CITY OF INVER GROVE HEIGHTS'S RESPONSIBILITIES

1. Supply a map of the cities water system with hydrants on it.
2. Locate valves and curb stops if necessary.

COMPENSATION FOR THE PROJECT

Water Leak Survey and Report

The cost of the survey and report is $6,095 for approximately 1,575 hydrants.

Pin-pointing the Leaks

The estimated cost for locating all leaks identified from the survey is $285

Total Cost of Project

Therefore, the total cost of the project will not exceed $6,380.

ESTIMATED TIME FRAME

We can start the survey in at your direction, and finish within a month.

TKDA
ENGINEERS • ARCHITECTS • PLANNERS

444 Cedar Street, Suite 1500
Saint Paul, MN 55101-2140

(651) 292-4400
(651) 292-0083 Fax
www.tkda.com

April 17, 2009

Mr. Jim Sweeney
Utility Superintendent
City of Inver Grove Heights
8168 Barbara Avenue
Inver Grove Heights, Minnesota 55077-3412

Re: Proposal for Engineering Services
Water Distribution Leak Survey

Dear Mr. Sweeney:

Pursuant to communications with Verne Jacobsen, we propose to provide Engineering Services to survey your Water Distribution System utilizing leak detection equipment developed and sold by Fluid Conservation Systems Corporation, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in Articles 1 through 7 of the attached "General Provisions of Architect-Engineer Agreement" dated October 1993. Hereinafter, the City of Inver Grove Heights is referred to as the OWNER.

I. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA'S understanding of the Project, we propose to provide the following services:

A. GENERAL SURVEY AND REPORT

1. Conduct a survey of the OWNER'S water distribution system to identify the presence and location of leaks, utilizing Fluid Conservation System Corporation's leak detection equipment. The entire distribution system includes approximately 1,580 hydrants.

2. Prepare and submit to the OWNER a letter report summarizing the results of the survey.

B. SPECIFIC LEAK LOCATIONS

If authorized by the OWNER after completion of the survey, utilize correlator equipment to obtain specific locations of leaks within the system.

II. OWNER'S RESPONSIBILITIES

This Proposal is made with the understanding that the OWNER will provide the following services relating to the Project at no cost to TKDA:

A. Provide a current map of water distribution system hydrant locations.

B. Assist TKDA representative in locating hydrants and curb stops as may be necessary.

C. Provide access to and make provisions for TKDA to enter privately or publicly owned property as may be required to locate specific leaks.

III. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your acceptance of this Proposal and to complete the survey within six months.

IV. COMPENSATION

A. GENERAL SURVEY AND REPORT

Compensation for the survey shall be on a Lump Sum basis as defined in Article 3 of the attached General Provisions, in the amount of $7,100.

B. SPECIFIC LEAK LOCATING

If requested by the OWNER, compensation for locating specific leaks shall be on an Hourly Rate basis as defined in Article 3 of the General Provisions, at the rate of $95 per hour plus travel and subsistence costs.

V. DISCLAIMER

The Leak Noise Correlator locates leaks in buried water pipes by utilizing the noise levels and frequency produced from water leaks. As field conditions regarding the location, size, and material of the watermain cannot necessarily be determined with accuracy, TKDA cannot guarantee the location of the leaks. Rather, the instrument should be viewed as another tool which is available to assist the water operator in locating water leaks.

VI. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal and are willing that this letter and attachments constitute a contract between us upon its signature by an authorized official of the City of Inver Grove Heights, and the return of a signed original to us.

This Proposal will be open for acceptance for 60 days, unless the provisions herein are changed by us in writing prior to that time.

Sincerely,

Vincent T. Montgomery, P.E.
President

Verne E. Jacobsen, P.E.
Project Manager

ACCEPTED FOR THE CITY OF INVER GROVE HEIGHTS, MINNESOTA

By _____

Title_____

Date_____

VTM:VEJ:mlc
ATTACHMENT: GENERAL PROVISIONS (ARTICLES 1-7)

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions Of Architect-Engineer Agreement

ARTICLE 1. GENERAL

These General Provisions are intended to be used in conjunction with a letter-type Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and a OWNER, wherein the OWNER engages TKDA to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the TKDA Proposal Letter which becomes the Letter Agreement upon its acceptance by the OWNER, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of supersedence, any attached Exhibits shall govern over these General Provisions and the Letter Agreement shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services described in this Agreement shall be on a Lump Sum basis and/or an Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for TKDA's services shall apply to all or parts of a work scope where TKDA's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to TKDA within 30 days of date of invoice based on an estimated percentage of completion of TKDA's services.

2. An Hourly Rate method of payment for TKDA's services shall apply to all or parts of a work scope where TKDA's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, TKDA shall be paid for the actual hours worked on the Project by TKDA technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by TKDA to OWNER upon request.

   In addition to the foregoing, TKDA shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

   (a) Travel and subsistence.
   (b) Computer services.
   (c) Outside professional and technical services with cost defined as the amount billed TKDA plus 10%.
   (d) Identifiable reproduction and reprographic costs.
   (e) Other expenses for additional items and services as set forth in the Letter Agreement.

   The OWNER shall make monthly payments to TKDA within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as required.

B. The OWNER will pay the balance stated on the invoice unless OWNER notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amounts owed by OWNER. In addition, TKDA may after giving seven days' written notice to the OWNER, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. OWNER agrees that TKDA shall not be responsible for any claim for consequential damages arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by TKDA under this Agreement shall be made available by TKDA to the OWNER pursuant to Article 6, and there shall be no further obligation of the OWNER to TKDA under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, TKDA shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

At the time of completion or termination of the work, TKDA shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by TKDA for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to TKDA. In this regard, the OWNER will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted, or authorized by TKDA.

In the event electronic copies of documents are made available to the OWNER pursuant to the foregoing paragraph, the OWNER acknowledges that the useful life of electronic media such as magnetic tapes and/or floppy disks may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to OWNER.

ARTICLE 7. OWNER'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the OWNER may execute the contract by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the OWNER's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by TKDA.

AGENDA ITEM 4K

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Resolution Authorizing the City of Inver Grove Heights to Enter into Amended Traffic Control Signal Agreement Number 94220R with Mn/DOT and Dakota County

Meeting Date: May 26, 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
- [X] Other: Municipal State Aid Funds

PURPOSE/ACTION REQUESTED

Consider resolution authorizing the City of Inver Grove Heights to enter into amended Agreement Number 94220R with Mn/DOT and Dakota County for installation of new traffic control signals with street lights, emergency vehicle pre-emption and signing on TH 52 west ramps/County State Aid Highway No. 73 at County Road No. 28 (80th Street E.) and on TH 52 east ramps/frontage road at County Road No. 28 (80th Street E.); and install interconnect on County Road No. 28 (80th Street E.) from TH 52 west ramps/County State Aid Highway No. 73 to Blaine Avenue.

SUMMARY

In order to construct, operate, and maintain these signal systems, the City of Inver Grove Heights, along with Mn/DOT and Dakota County needs an agreement defining who is responsible for the various duties required to keep the signals operating. The attached amended agreement number 94220R defines these responsibilities. The duties are distributed as per standard policy and have been used in the past on other jointly owned signal systems. The only change from the original agreement that was approved on April 13, 2009 is the cost share split between the City and the County. The amended agreement decreases the City contribution (by $25,596.00) to $153,576.00, and increases the County contribution by the same amount, to $153,576.00.

I recommend approval of the resolution which authorizes execution of the amended agreement with Mn/DOT and Dakota County for installing and maintaining signal systems as previously described.

SDT/kf
Attachments: Resolution
Agreement No. 94220R

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AMENDED AGREEMENT NUMBER 94220R WITH THE STATE OF MINNESOTA AND DAKOTA COUNTY FOR INSTALLATION OF NEW TRAFFIC CONTROL SIGNALS WITH STREET LIGHTS, EMERGENCY VEHICLE PRE-EMPTION AND SIGNING ON TH 52 WEST RAMPS/COUNTY STATE AID HIGHWAY NO. 73 AT COUNTY ROAD NO. 28 (80TH STREET E.) AND ON TH 52 EAST RAMPS/FRONTAGE ROAD AT COUNTY ROAD NO. 28 (80TH STREET E.); AND INSTALL INTERCONNECT ON COUNTY ROAD NO. 28 (80TH STREET E.) FROM TH 52 WEST RAMPS/COUNTY STATE AID HIGHWAY NO. 73 TO BLAINE AVENUE

RESOLUTION NO. _____

BE IT RESOLVED that the City of Inver Grove Heights enter into an amended agreement with the State of Minnesota and Dakota County for the following purposes, to wit:

> For installation of new traffic control signals with street lights, emergency vehicle pre-emption and signing on TH 52 west ramps/County State Aid Highway No. 73 at County Road No. 28 (80th Street E.) and on TH 52 east ramps/frontage road at County Road No. 28 (80th Street E.); and install interconnect on County Road No. 28 (80th Street E.) from TH 52 west ramps/County State Aid Highway No. 73 to Blaine Avenue

BE IT FURTHER RESOLVED that the Public Works Director and proper City officers be and hereby are authorized to execute such agreement and any amendments, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

Adopted by the City Council of Inver Grove Heights, MN this 26th day of May 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

MINNESOTA TRANSPORTATION DEPARTMENT
TRAFFIC CONTROL SIGNAL
AGREEMENT NO. 94220R
BETWEEN
THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION
AND
THE COUNTY OF DAKOTA
AND
THE CITY OF INVER GROVE HEIGHTS
TO

Install new Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption and Signing on Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 at County Road No. 28 (80th Street E.) and on Trunk Highway No. 52 East Ramps/Frontage Road at County Road No. 28 (80th Street E.); and Install Interconnect on County Road No. 28 (80th Street E.)from Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 to Blaine Avenue in the City of Inver Grove Heights, Dakota County, Minnesota.

S.P. 1928-53 (T.H.52=115)
S.A.P. 178-105-008

Prepared by Metropolitan District Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE		AMOUNT ENCUMBERED
County of Dakota	$153,576.00	None
City of Inver Grove Heights	**$153,576.00**	Otherwise Covered

PARTIES

THIS AGREEMENT is entered into by the Minnesota Department of Transportation, (State), Dakota County, (County), and the City of Inver Grove Heights, (City).

RECITALS

Minnesota Statutes Section 161.20 authorizes the Commissioner of Transportation to enter into agreements with any governmental authority for the purposes of constructing, maintaining and improving the Trunk Highway system.

The State has determined that there is justification and it is in the public's best interest to install new traffic control signals including street lights and signing, (Traffic Control Signals) on Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 at County Road No. 28 (80th Street E.) and on Trunk Highway No. 52 East Ramps/Frontage Road at County Road No. 28 (80th Street E.); and install traffic signal interconnect (Interconnect) on County Road No. 28 (80th Street E.)from Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 to Blaine Avenue.

The City requests and the State agrees to the installation of Emergency Vehicle Pre-emption Systems, (EVP Systems) as a part of the new Traffic Control Signal installations.

It is considered in the public's best interest for the State to provide two new traffic control signal cabinets and control equipment to operate the new Traffic Control Signals.

The County, **the City** and the State will participate in the cost, maintenance and operation of the new Traffic Control Signals, Interconnect and EVP Systems.

CONTRACT

1. The State will prepare the necessary plan, specifications and proposal, (Preliminary Engineering). The State will also perform all necessary construction inspection, (Construction Engineering). The State assumes the cost for Preliminary Engineering and Construction Engineering

2. The State with its own resources or by contract will install new Traffic Control Signals and EVP Systems on Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 at County Road No. 28 (80th Street E.) (System "A"), and on Trunk Highway No. 52 East Ramps/Frontage Road at County Road No. 28 (80th Street E.) (System "B") and install Interconnect on County Road No. 28 (80th Street E.)from Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 to Blaine Avenue pursuant to the plans and specifications for State Project No. 1928-53 (T.H.52=115) and State Aid Project No. 178-105-008.

3. The cost of construction (Construction Cost) consists of the contract cost of the work and State-furnished

materials, or, if the work is not contracted, the actual cost of all labor, materials, State-furnished materials and equipment rental required to complete the work. Construction Cost does not include the cost of providing the power supply to the service poles or pads. A Preliminary SCHEDULE "I" is attached and incorporated into this Agreement. The Preliminary SCHEDULE "I" includes all County and City Construction Costs, and is based on engineer's estimated unit prices and State-furnished materials lump sum amounts. The County and City will participate in the following construction at the percentage indicated:

a. Traffic Control Signal Construction Costs on Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 at County Road No. 28 (80th Street E.) (System "A").

   The County's Construction Cost share is 30 Percent.
   The City's Construction Cost share is 30 Percent.

b. Traffic Control Signal Construction Costs on Trunk Highway No. 52 East Ramps/Frontage Road at County Road No. 28 (80th Street E.) (System "B").

   The County's Construction Cost share is 30 Percent.
   The City's Construction Cost share is 30 Percent.

c. EVP System Construction Costs on Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 at County Road No. 28 (80th Street E.) (System "A").

The County's Construction Cost share is 30 Percent.

The City's Construction Cost share is 30 Percent.

d. EVP System Construction Costs on Trunk Highway No. 52 East Ramps/Frontage Road at County Road No. 28 (80th Street E.) (System "B").

The County's Construction Cost share is 30 Percent.

The City's Construction Cost share is 30 Percent.

e. Construction Costs for Interconnect on County Road No. 28 (80th Street E.)from Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 to Blaine Avenue

The County's Construction Cost share is 30 Percent.

The City's Construction Cost share is 30 Percent.

d. **The County and City will pay a Construction Engineering charge in an amount equal to 8 percent of the total County and City Construction Cost, respectively, covered under this Agreement.**

4. The County's and the City's estimated total Construction Cost share, lump sum State-furnished materials cost and Construction Engineering costs are $153,576.00 for the County and $153,576.00 for the City, as shown in the attached Preliminary SCHEDULE "I". The State will prepare a Revised SCHEDULE "I" based on construction contract unit prices and lump sum State-furnished materials cost. Upon execution of this

Agreement, award of the Construction Contract, and receipt of the State's written request, the County and City will advance to the State their total estimated Construction Cost share, Construction Engineering Costs and lump sum State-furnished materials costs, as shown in the Revised Schedule "I".

5. Upon completion and acceptance of the contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final SCHEDULE "I" and submit a copy to the County and City. The Final SCHEDULE "I" will be based on final quantities, and include all County and City Construction Cost, Construction Engineering Costs and lump sum State-furnished materials costs covered under this Agreement. If the final cost of a party's participation covered under this Agreement exceeds the amount of funds advanced by that party, the party will, upon receipt of a request from the State, promptly pay the difference to the State without interest. If the final cost of a party's participation covered under this Agreement is less than the amount of funds advanced by that party, the State will promptly return the balance to the party without interest. Pursuant to Minnesota Statutes Section 15.415, the State waives claim for any amounts less than $5.00 over the amount of the County and City funds previously advanced to the State, and the County and City waive claim for the return of any amounts less than $5.00 of those funds advanced by either party.

6. The County and the City, for Systems "A" and "B", shall jointly be responsible for providing the necessary electrical power including connection fees and monthly power charges of the new Traffic Control Signals and EVP Systems at the shared costs of 50 percent County and 50 percent City. The County will receive the bill for the necessary electrical power including connection fees and the electrical power of the Traffic Control Signals and EVP Systems, and invoice the City for 50 percent of the costs. Electrical power for the street lights shall be un-metered (fixed fee for power) and will be 100 percent City cost.

7. Upon completion of this project, for Systems "A" and "B": a) The County will, at its cost and expense: (1) replace the signal system L.E.D. indications; (2) clean the new traffic control signals; and (3) clean the exterior of the controller cabinets and service cabinets; b) the City will, at its cost and expense: (1) maintain the new luminaires and all their components, including replacement of the luminaire if necessary; (2) relamp the new street lights; and (3) clean the new luminaire mast arm extensions; and c) The State will, at its cost and expense, maintain the interconnect and signing, and perform all other traffic control and street light maintenance.

8. The EVP Systems (Systems "A" and "B") will be installed, operated, maintained, or removed in accordance with the following conditions and requirements:

a) All maintenance of the EVP Systems (Systems "A" and "B") must be done by State forces.

b) Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes Section 169.01, Subdivision 5. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's Metropolitan District Engineer or his designated representative a list of all vehicles with emitter units, upon request.

c) Malfunction of the EVP Systems must be reported to the State immediately.

d) In the event the EVP Systems or the components are, in the opinion of the State, being misused or the conditions set forth in Paragraph b above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of the parts and components become the property of the State.

f) All timing of the EVP Systems (Systems "A" and "B") will be determined by the State.

9. All timing of the new Traffic Control Signals (Systems "A" and "B") will be determined by the State, and no changes may be made except with the approval of the State.

10. Each party will be solely responsible for its own acts and omissions, and the results thereof, to the extent authorized by law. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736 and the County's and the City's liability is governed by Minnesota Statutes Chapter 466. Each party will be solely responsible for its own employees for any Workers Compensation Claims.

11. By signing this agreement, the County and the City authorize the State to enter upon the County and the City public right of way to install and maintain the new Traffic Control Signals and EVP Systems.

12. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

13. If any party fails to enforce any provisions of this Agreement, that failure does not waive the provision or its right to enforce it.

14. This Agreement contains all negotiations and agreements between the parties relative to this project. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

15. Minnesota law governs this contract. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. This Agreement is effective on the date the State obtains all required signatures under Minnesota Statutes 16C.05, Subdivision 2, and will remain in effect until terminated by written agreement of the parties.

17. The State's obligation to perform any work, or to let a Contract for the performance of the work, on the State Project referenced above, is subject to the availability of funding from the Minnesota Legislature or other funding source.

18. Authorized Agents

a. The State's Authorized Agent for the purpose of the administration of this Agreement is Allan Espinoza, Mn/DOT Metropolitan District Traffic Engineering, or his successor. His current address and phone number are 1500 West County Road B2, Roseville, MN 55113, (651) 234-7812.

b. The County's Authorized Agent for the purpose of the administration of this Agreement is Mark Krebsbach, Dakota County Engineer, or his successor. His current address and phone number are 14955 Galaxie Avenue West, Apple Valley, MN 55124-8579, (952) 891-7100.

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

COUNTY OF DAKOTA

APPROVED AS TO FORM:

_____
Asst. County Attorney

By: _____
Physical Development Director

Date: _____

RECOMMENDED FOR APPROVAL:

_____
County Engineer

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 _____

PRELIMINARY SCHEDULE "I"
Agreement No. 94220R
County of Dakota and City of Inver Grove Heights

S.P. 1928-53 (T.H. 52=115) Preliminary: March 14, 2009

S.A.P. 178-105-008

State Funds

Traffic control signal construction to start approximately August 1, 2009 under

State Contract No. ____ with County of Dakota and City of Inver Grove Heights

on Trunk Highway No. 52 West Ramps/County State Aid Highway No. 73 at County Road No. 28 (80th Street E.)

and on Trunk Highway No. 52 East Ramps/Frontage Road at County Road No. 28 (80th Street E.)

COUNTY OF DAKOTA TRAFFIC SIGNAL COST PARTICIPATION

	Signal Cost	State Furnished Materials	County Cost Participation Rate		Total City Cost
Signal System Construction System "A"	$194,000.00	$32,000.00	30.0%		67,800.00
EVP Construction System "A"	$7,000.00		30.0%		2,100.00
Signal System Construction System "B"	$194,000.00	$32,000.00	30.0%		67,800.00
EVP Construction System "B"	$7,000.00		30.0%		2,100.00
Interconnect Construction	$8,000.00		30.0%		2,400.00
Construction and State-Furnished Materials Subtotals					**$142,200.00**
Construction Engineering (8%)					11,376.00
Totals (Construction Cost and State Furnished Materials+ Construction Engineering)				(1)	$153,576.00

CITY OF INVER GROVE HEIGHTS TRAFFIC SIGNAL COST PARTICIPATION

	Signal Cost	State Furnished Materials	City Cost Participation Rate		Total City Cost
Signal System Construction System "A"	$194,000.00	$32,000.00	30.0%		67,800.00
EVP Construction System "A"	$7,000.00		30.0%		2,100.00
Signal System Construction System "B"	$194,000.00	$32,000.00	30.0%		67,800.00
EVP Construction System "B"	$7,000.00		30.0%		2,100.00
Interconnect Construction	$8,000.00		30.0%		2,400.00
Construction and State-Furnished Materials Subtotals					**$142,200.00**
Construction Engineering (8%)					11,376.00
Totals (Construction Cost and State Furnished Materials+ Construction Engineering)				(1)	$153,576.00

(1) Amount of advance payment as described in Paragraph No. 4 of the Agreement (Estimated amount)

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Contract for Continuing Disclosure Reporting Services

Meeting Date:	May 26, 2009
Item Type:	Consent
Contact:	Ann Lanoue 651.450.2517
Prepared by:	Ann Lanoue
Reviewed by:	N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider contract with Ehlers & Associates, Inc. for Continuing Disclosure Reporting Services.

SUMMARY

Ehlers & Associates, Inc. has been providing Continuing Disclosure Reporting Services for the City's bond issues in compliance with Securities Exchange Commission (SEC) rule 15c2-12, which requires issuers of municipal bonds to:

- File annual reports to specified information repositories including their annual financial reports and other updated operating data; and
- File "material event notices" with the same repositories when specified events (e.g. bond rating changes) occur.

For the first time since they began providing this service in 1995, Ehlers is increasing their fees and revising the contract for these services.

As noted in the attached letter from Ehlers there are three primary changes from the existing contract:

1. The base fee, for annual reports of like revenue source, is increased from $1,250 to $1,300 (4%).
2. They have added an additional fee of $100 for each additional bond issue, up to a maximum fee of $2,000 for each annual report.
3. They have added a fee of $100 per issue for all material event notices that do not require consultation with the client. This would apply to all rating changes, including changes in insured bond ratings.

The new contract continues their practice of waiving the annual report base fee if we have prepared an Official Statement for any debt issued from the same revenue source in the same tax collection year.

I recommend approval of the revised contract to provide Continuing Disclosure Reporting Services under Option 1.

May 6, 2009

Ann P. Lanoue, Finance Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3410

Re: Contract for Continuing Disclosure Reporting Services

In 1995, the Securities Exchange Commission (SEC) adopted rule 15c2-12, which requires that many issuers of municipal bonds:

- File annual reports to specified information repositories including their annual financial reports and other updated operating data; and
- File "material event notices" with the same repositories when specified events (e.g. bond rating changes) occur.

To comply with this new rule, Ehlers began offering "Continuing Disclosure Reporting Services" to our clients in 1995. Our contract and fees for these services have not changed during that time. In recent years, however, a number of changes have occurred which have substantially increased the amount of time we must spend to provide these services. Some of these changes are summarized below.

The increase in the number of issues and types of information that must be updated has required us to add staff and design and implement more sophisticated data tracking systems to assure generation of timely, accurate reports.

- Many bond issues are insured by large financial institutions. In the past, this has ensured a "AAA" insured bond rating, made bonds more marketable, and helped to reduce interest costs. In the last year, however, financial problems with the bond insurance companies have led to multiple downgrades in these insured ratings. These downgrades require filing of a material events notice. Each notice requires tracking and reporting several pieces of information. It is likely the insurance companies will experience further downgrades, as well as subsequent upgrades if they return to financial stability. Each will require additional material events notices.

- A 2008 study by DPC Data ("Estimating Municipal Securities Disclosure Compliance") reported that 50% of municipal bond issues outstanding for nine years or more have one or more years of disclosure reporting delinquencies and that the level of delinquencies is significant among all sizes of issuers. While Ehlers has always disseminated our clients' disclosure reporting in a timely and accurate manner, this study has caught the attention of the SEC. It is likely this report will result in additional rules to address these findings and assure compliance with SEC rules.

- In an effort to bring additional transparency to the municipal market, the SEC will designate Electronic Municipal Market Access (EMMA) as the only centralized repository for municipal disclosure reporting effective July 1, 2009. This centralization of secondary market disclosure information will make it much easier for investors and municipal debt purchasers to determine whether issuers are meeting their ongoing obligations. We expect that this will increase the demand for timely and complete compliance with the SEC rules.

Over the last thirteen years Ehlers has never amended our continuing disclosure contracts or changed our fees. We are aware that our fees are substantially lower than the fees that most of our competitors charge. Because of increased time required by the changes described on the previous page, we now need to revise our contract to help cover our increasing costs.

Attached is the revised contract for your review. The contract incorporates three primary changes from our existing contract.

1. The base fee, for annual reports of like revenue source, is increased from $1,250 to $1,300 (4%).

2. We have added an additional fee of $100 for each additional bond issue, up to a maximum fee of $2,000 for each annual report.

3. We have added a fee of $100 per issue for all material event notices that do not require consultation with our client. This would apply to all rating changes, including changes in insured bond ratings. (The existing contract allows us to estimate and negotiate a fee, but we have not charged for notices associated with a rating change.)

Our contract will continue our practice of waiving the annual report base fee if we have prepared an Official Statement for any debt issued from the same revenue source in the same tax collection year. Please note that continuing disclosure fees are permissible expenses from the debt service fund.

Please review the attached contract. This contract effectively cancels your existing continuing disclosure contract with Ehlers. If you are satisfied with the contract, please check the reporting option you would like, sign the contract, and return it to Ehlers. If you have questions or would like to discuss the contract, please give me a call.

We value your business and our relationship. It is a pleasure to serve you and your community. Thank you for your understanding and willingness to consider this contact change.

Yours truly,

Ehlers & Associates

Steven F Apfelbacher

Steve Apfelbacher
Financial Advisor

EHLERS
LEADERS IN PUBLIC FINANCE

www.ehlers-inc.com

Minnesota
Offices also in Wisconsin and Illinois

phone 651-697-8500
fax 651-697-8555

3060 Centre Pointe Drive
Roseville, MN 55113-1122

CONTRACT TO PROVIDE
CONTINUING DISCLOSURE REPORTING SERVICES

Following is a Contract for Continuing Disclosure Reporting Services (the "Contract") between Ehlers & Associates, Inc. ("Ehlers") and City of Inver Grove Heights, Minnesota (the "City") to engage Ehlers to provide ongoing continuing disclosure reporting services.

Pursuant to the terms and conditions of this contract, Ehlers will assist the City as chosen below in complying with the requirements of the Continuing Disclosure Certificate for each issue.

Section A. Description of Services and Fees

Identified below are four options offering various combinations of Ehlers' Continuing Disclosure Reporting Services to assist with preparation and dissemination of your Annual Continuing Disclosure Reports and the drafting and filing of Material Events Notices. ***Please select one of the four options.***

Option 1 _____ We contract with Ehlers to provide the following services for preparation and dissemination of Annual Continuing Disclosure Reports for all outstanding issues of the City for which they are required to provide continuing disclosure reporting (see Exhibit A). As long as this Contract is in effect, it shall also include all future issues to be sold for which Ehlers provides financial advisory services, and

We additionally contract with Ehlers to provide the services related to the reporting of Material Events at the fees described in Section B below.

a. Review Continuing Disclosure Certificate and create timetable for preparation of the Annual Disclosure Report.

b. Collect Annual Continuing Disclosure Report information listed in the Continuing Disclosure Certificate and prepare necessary reporting documents.

c. Submit Annual Continuing Disclosure Report as required in the Continuing Disclosure Certificate.

d. Provide the City with a copy of the Report and the filing and submission confirmation.

e. Provide recommendations for future reporting.

Fees for preparing and filing a Continuing Disclosure Report under Option 1 will be charged as follows:

$1,300 Base Fee, plus misc. office expense, for the first revenue source, **Plus** $100 for each additional issue paid from the same revenue source up to a maximum of $2,000.	If Ehlers has ***not*** prepared an Official Statement on behalf of the City for the sale of municipal obligations payable from the same revenue source in the same valuation year as the most recent issue sold.
Plus $500 per filing for the first Issue paid from a unique revenue source, **Plus** $100 for each additional issue paid from same revenue source	If Ehlers has ***not*** prepared in the same revenue year an Official Statement on behalf of the City for the sale of municipal obligations payable from a unique ***revenue source*** (for which special updated financial or operating data is required to be reported).
No Charge	If Ehlers ***has*** prepared in the same revenue year as the most recent issue sold an Official Statement on behalf of the City for the sale of municipal obligations payable from the same revenue source.

Option 2 _____ We contract with Ehlers, on an hourly basis of $175/hour (or applicable hourly rate in future years) plus out-of-pocket expenses, to assist us with certain of the services listed in Option 1 related to the preparation of our Annual Continuing Disclosure Reports. We will make our request to Ehlers in writing at least 90 days prior to the date on which we need it in order to complete and submit our report. We will complete the remaining items listed in Option No. 1 without the assistance of Ehlers, and

We **additionally** contract with Ehlers to provide the services related to reporting of Material Events at the fees as described in Section B below.

Option 3 _____ We will update and submit all Annual Continuing Disclosure Reports as required by the SEC without the assistance of Ehlers, and

We contract with Ehlers to provide the services related to the reporting of Material Events at the fees described in Section B below.

Option 4 _____ We will update and submit all Annual Continuing Disclosure Reports and prepare and file all Materials Events Notices as required by the S.E.C. without the assistance of Ehlers. If Option 4 is selected, Ehlers assumes no responsibility for the compilation and submission of Annual Disclosure Reports or Material Events Notices.

Section B. Reporting Occurrences of Material Events

Regardless of which option you choose above for providing your annual reporting requirements, Ehlers is available to assist you with reporting the occurrence of a material event. For "material events" notices that require a filing without extraordinary consultation with the City, Ehlers will charge a fee of $100 per issue.

If a material event that is listed in the Continuing Disclosure Certificate or any other event that is deemed a "material event" occurs and requires extraordinary consultation with the City, Ehlers will assist the City in drafting and reporting the Material Event Notice according to S.E.C. requirements and will charge the City at the current Ehlers hourly rate.

Section C. Term of Agreement

Ehlers reserves the right to adjust fees by notifying the client in writing 60 days prior to the effective date of the adjustment to fees. Either party reserves the right to terminate this Contract in writing at any time.

Section D. Limit of Liability

To the fullest extent permitted by applicable law, the total aggregate liability of Ehlers under this Contract shall be limited to the fees paid by the City within the year.

The above Contract is hereby accepted by the City of Inver Grove Heights, Minnesota, by its authorized officer this

_____ day of _____, 2009.

By: _____ Title:_____

Accepted by Ehlers & Associates, Inc. this _____ day of _____, 2009.

By: _____ Title:_____

Contract for Continuing Disclosure Reporting Services

Obligor:

City of Inver Grove Heights, MN

Attachment A

Issuer: City of Inver Grove Heights, MN

Dated Date	Issue Amount	Issue Name
12/30/2008	$4,855,000	General Obligation Improvement Bonds, Series 2008A
12/30/2008	$520,000	General Obligation Equipment Certificates, Series 2008B
11/20/2007	$2,650,000	General Obligation Improvement Bonds, Series 2007B
11/20/2007	$6,220,000	General Obligation Sewer Revenue Bonds, Series 2007C
9/28/2006	$23,265,000	Nursing Home Revenue Refunding Bonds, Series 2006
7/25/2006	$1,450,000	General Obligation Equipment Certificates, Series 2006B
7/25/2006	$4,725,000	General Obligation Water Revenue Bonds, Series 2006C
7/25/2006	$3,775,000	General Obligation Improvement Bonds, Series 2006A
12/8/2005	$4,010,000	General Obligation Tax Increment Refunding Bonds, Series 2005B
12/8/2005	$2,245,000	General Obligation Tax Increment Refunding Bonds, Series 2005A
12/8/2005	$905,000	General Obligation Storm Water District Refunding Bonds, Series 2005D
12/15/2004	$4,760,000	General Obligation Water Revenue Refunding Bonds, Series 2004B
11/19/2003	$3,275,000	Taxable General Obligation Tax Increment Refunding Bonds, Series 2003C
11/19/2003	$4,200,000	General Obligation Tax Increment Refunding Bonds, Series 2003D
10/30/2003	$3,940,000	Golf Course Gross Revenue Refunding Bonds, Series 2003A
6/1/2002	$3,975,000	General Obligation Permanent Improvement Revolving Fund and Watershed Management Tax District Bonds, Series 2002A
5/1/1998	$565,000	General Obligation Improvement Bonds, Series 1998A
5/1/1998	$2,175,000	General Obligation Refunding Bonds, Series 1998B
9/1/1996	$1,400,000	General Obligation Improvement Bonds, Series 1996A

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent	X	None
Contact:	Charles N. Kleckner 651.450.2526		Amount included in current budget
Prepared by:	Charles N. Kleckner, Director of Public Safety		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

As you're aware, we have participated in National Night Out for many years now. Their executive director has come under criticism recently for the amount of compensation that he receives. We recently discussed this at the Dakota County Police Chief's Association and after much discussion, it was decided that we would switch to Minnesota's Night to Unite (with the exception of Eagan). Night to Unite offers basically the same program as National Night Out with a few benefits: it is more locally run; it will not cost us an annual fee (it will be sponsored by AAA of Minnesota/Iowa and MN Crime Prevention Association); and they will allow us to use their logos. It will still take place the first Tuesday in August so most citizens will not notice any change other than the name. We have contacted some of our Neighborhood Watch Groups and they said they don' t have any issues with the change. I have attached a copy of Minnesota's Night to Unite pamphlet for your reference.

SUMMARY

The Department of Public Safety recommends changing the name National Night Out to Minnesota's Night to Unite.

Minnesota's Night to Unite

For additional information, contact
Maryan Saad
c/o Minnesota Crime Watch
1430 Maryland Avenue E.
Saint Paul, MN 55106
651-793-1109
or
www.mncpa.net

Thanks to the
Minnesota Crime Prevention Association and
AAA of Minnesota/Iowa for sponsoring
Minnesota's Night to Unite

Minnesota's Night to Unite

NIGHT to UNITE!
Neighbors Joining Together

Sponsored by AAA Minnesota/Iowa

Minnesota's Night to Unite

On August 8, 2008, the Minnesota Crime Prevention Association (MCPA) Board decided to promote "Minnesota's Night to Unite" to take place on the August 4, 2009.

Frequently Asked Questions

What is Night to Unite?

Night to Unite encourages law enforcement and communities to strengthen neighborhoods by getting to know one another to keep communities safe and promote community partnerships.

Night to Unite is an alternative for departments that are interested in a local/state effort vs the national. **The MCPA is not recommending that an agency leave NATW, but encourages agencies to decide which program works best for their community.**

How would my Community register for Night to Unite?

Communities are able to register by logging onto the MCPA Website at www.mncpa.net and downloading the registration form. Once registered with the MCPA, a **Night to Unite** organizational kit will be mailed to you. It is free to register.

Will the Statewide Roundtables continue?

The Minnesota Night to Unite Committee will continue to provide Statewide roundtables where valuable information on organizing "Night to Unite" and a "How To" seminar for first time community organizers is shared. These sessions are free to attend.

Will Night to Unite merchandise be available to purchase?

MCPA and the Minnesota Night to Unite Committee offer **Night to Unite** items to purchase. Spartan Promotional Group, Inc., based in Minnesota, has a variety of items for distribution in communities. Communities will have the opportunity to go on-line, fax, or mail in an order directly to the **Night to Unite** store.

In 2009, a selected number of items will be offered with the **Night to Unite** logo. Each year, the goal is to increase the selection. Additionally, communities will be able to personalize items with their community name for a small set-up fee. Thanks to AAA of Minnesota/Iowa for their generous donation to make this happen.

Will there be a Recognition Ceremony?

MCPA and the Night to Unite Committee will host a recognition ceremony in the spring of 2010 for all participating communities. The recognition ceremony will not be based on any report, but will be geared to recognize all communities that participated.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

APPROVE CONTRACT WITH QWEST TO RELOCATE UTILITY FOR PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent	[ ]	None
Contact:	JTeppen, Asst City Admin	[ ]	Amount included in current budget
Prepared by:		[ ]	Budget amendment requested
Reviewed by:		[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[X]	Other

PURPOSE/ACTION REQUESTED Approve contract with Qwest to relocate Telephone utility in anticipation of the construction of the Public Safety Addition.

SUMMARY Currently several of the utilities that serve City Hall are located in the ground where the Public Safety Addition will be constructed and they need to be moved.

Qwest has provided a contract for relocation of their utility. The amount is $8,895.90. We have $20,000 allocated in the project budget for the Comcast and Qwest utility relocations.

Staff recommends approval of this contract.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

APPROVE CONTRACT WITH COMCAST TO RELOCATE UTILITY FOR PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	JTeppen, Asst City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
		X	Other

PURPOSE/ACTION REQUESTED Approve contract with Comcast to relocate cable utility in anticipation of the construction of the Public Safety Addition.

SUMMARY Currently several of the utilities that serve City Hall are located in the ground where the Public Safety Addition will be constructed and they need to be moved.

Comcast has provided a contract for relocation of their utility. The amount is $15,804.96. We have $20,000 allocated in the project budget for the Comcast and Qwest utility relocations.

Staff recommends approval of this contract.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Purchase of Event Tent

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	[ ]	None
Contact:	Eric Carlson – 651.450.2587	[ ]	Amount included in current budget
Prepared by:	Eric Carlson	[ ]	Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[x]	Other

PURPOSE/ACTION REQUESTED

Authorize staff to spend up to $7,000 for the purchase of an new event tent. The expenditure would be funded from the Capital Equipment Fund.

SUMMARY

On Saturday, May 2nd the annual May Day 5K was held. In preparation for the event, the City sets up a 30' x50' tent for the participants and spectators. After the event the weather turned windy and the tent was damaged beyond repair. The tent is typically used for the May Day 5K and IGH Days.

In researching the replacements costs for a new tent an expenditure of up to $7,000 will be necessary.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Judy Thill, 651-450-2495	x	Amount included in current budget
Prepared by:	Judy Thill, Fire Chief		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Consider awarding the installation of non-slip flooring at both fire stations to Kremer Davis.

SUMMARY

The present floor in the garage bay areas at both fire stations is a safety hazard as it gets very slippery when wet. Although no serious injuries have occurred, Firefighters have slipped and fallen at times. The floor is wet not only at times when trucks return from calls during inclement weather, but also each time the trucks are washed.

Both fire stations are over 20 years old and the flooring has not been treated in the past. It is proposed to accept the bid from Kremer Davis for their Dura Elite coating at a total of $45,294. Kremer Davis was the lowest bidder, plus they also have the longest warranty, 5 years, of the 4 companies that bid the project. Other companies bid $52,890, $63,665, and $82,100 and their warranties ran from 1 to 3 years.

The money for this project was originally approved in the 2008 budget and was carried over to the 2009 budget.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin	X	Amount included in current budget
Prepared by:	Amy Brinkman, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

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

Please confirm the seasonal/temporary employment of: Carson Bock, Ryan Haller, Christopher Bruzda, John Buchholz, Pat Daddario, Matt Mikel, and Dave Smith, Brad Therres, Zachary Zadach, John Bartholomew, Lee Carmack, and Ben Krenz.

Please confirm the seasonal/temporary termination of: Kathleen Rodgers, Robert Hawkins, Josh Nickel, Amanda Vuicich, Tony DiSanto, and Benjamin Koeppen.

AGENDA ITEM 6A

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Public Hearing (Continuation) to Consider Ordering City Project No. 2008-09F – Salem Hills Farm Reconstruction/Mill and Overlay

Meeting Date:	May 26, 2009		Fiscal/FTE Impact:
Item Type:	Public Hearing		None
Contact:	Scott D. Thureen, 651.450.2571		Amount included in current budget
Prepared by:	Scott D. Thureen, Public Works Director		Budget amendment requested
Reviewed by:	SAT		FTE included in current complement
			New FTE requested – N/A
		X	Other: Pavement Management Funds, Water Connection Fund, Special Assessments,

PURPOSE/ACTION REQUESTED

Continue public hearing.

SUMMARY

The public hearing for the project was opened at the May 11, 2009 City Council meeting. After hearing the staff presentation, the City's geotechnical consultant, and citizen testimony, the Council decided to continue the public hearing to May 26, 2009. Staff was directed to survey the property owners in the project area to discern the level of sump pump use. Staff was also directed to work with the geotechnical consultant to determine what additional field testing and analysis would need to be completed to answer the residents' concerns about the affect of the proposed street reconstruction on the surficial groundwater level and on the water bodies that would receive the groundwater collected by the proposed street draintile system.

An update of the survey results will be provided at the Council meeting. Information on additional consultant analysis will be provided at the meeting if it is available.

SDT/kf

AGENDA ITEM 6B

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay

Meeting Date:	May 26, 2009
Item Type:	Public Hearing
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
X	Other: Pavement Management Fund, Assessments

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project, approving plans and specifications, and authorizing advertisement for bids for 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

SUMMARY

The project was initiated by the City's Pavement Management Program (PMP) as approved by the City Council. The bituminous mill and overlay of Cahill Avenue from 200 feet south of Cuneen Trail to Callahan Trail, and Brooks Boulevard from Broderick Boulevard to Cahill Avenue, will include a full street width 2-inch-deep mill, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, 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 based on AET's analysis and report.

The project was considered in 2008. It was not approved due to citizen concerns over assessing properties with private streets that abut the project area. There was also a desire to research whether or not the City could include improvements to private streets in public projects.

In response to the assessment concerns, the feasibility study was amended to provide two options for an increased City contribution to reduce the assessments (by 10 percent or 20 percent) for such parcels.

The City Attorney prepared an April 9, 2009 memo addressing the City's authority to improve roadways (attached). That memo states that, "the City cannot undertake to improve private streets and the City Council cannot use the special assessment mechanism to pay for the improvement of private streets". The associations have the option to contact a City street improvement contractor to request a quote for work on their private streets while the contractor is mobilized for a City project.

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.

I recommend approval of the attached resolution ordering the project, approving plans and specifications, and authorizing advertisement for bids for 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

SDT/kf
Attachments: Feasibility Report
April 9, 2009 memo from City Attorney
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 it's 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:

Estimated Costs

Total Construction	$331,030
Construction Contingency	$33,103
Engineering	$49,655
Fiscal	$3,310
Legal	$3,310
Administration	$9,931
Capitalized Interest	$26,482
Total Estimated Project Cost	**$456,821**

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)	- $105,407
(Includes: striping, pedestrian ramps, and extra street width)	$351,414
20 Percent City Contribution ($50,936 x 1.38)	- $70,292
	$281,122
Corner Credit Contribution	- $23,479
	$257,643
ESTIMATED TOTAL STREET ASSESSMENT	**$257,643**

The proposed funding allocation is:

Special Assessments	$257,643
Pavement Management Fund	+ $199,178
TOTAL	**$456,821**

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).

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
- ENVIRONMENTAL
- GEOTECHNICAL
- MATERIALS
- FORENSICS

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.

This document shall not be reproduced, except in full, without written approval of American Engineering Testing, Inc.
550 Cleveland Avenue North • St. Paul, MN 55114
Phone 651-659-9001 • Toll Free 800-972-6364 • Fax 651-659-1379 • www.amengtest.com
Offices throughout Florida, Minnesota, South Dakota & Wisconsin
AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

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.

Report Prepared by:

American Engineering Testing, Inc.

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

Report Reviewed by:

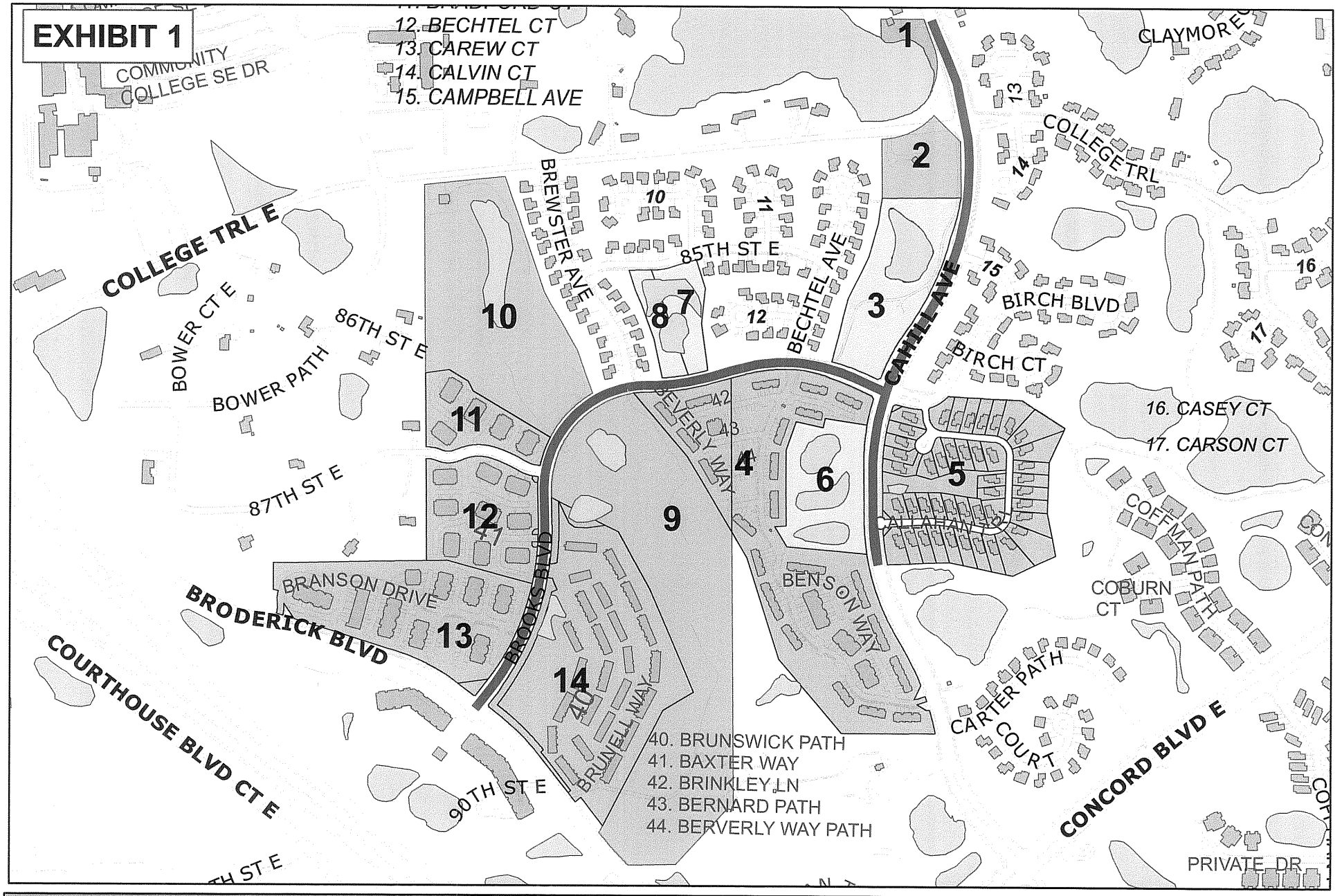
American Engineering Testing, Inc.

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

1.03 MILES OF CENTERLINE IN MILL & OVERLAY AREA

PROJECT 2008-09G CAHILL/BROOKS MILL & OVERLAY

0 0.05 0.1 0.2 0.3 Miles

Inver Grove Heights

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

PREPARED BY: JDS

APRIL 21, 2009

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

ITEM NO.	MN/DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE	Note	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	1	$ 4,782.87	$ 14,425.43
8	2350.505	TYPE LV3 CRACK PATCHING ALONG CURB	LF	1051	$ 4.00	$ 4,204.00			$ 4,204.00
9	2350.505	TYPE MV4 CRACK PATCHING IN MILLED STREET	TON	100	$ 100.00	$ 10,000.00	1	$ 2,490.00	$ 7,510.00
10	2350.508	TYPE MV4 WEARING COURSE (B)	TON	2734	$ 65.00	$ 177,710.00	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	SF	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 MARKING 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:			$ 50,936.00	$ (50,936.00)
					SUBTOTAL CITY PORTION (CONSTRUCTION):			$ 127,286.00	
					SUBTOTAL ASSESSED PORTION (CONSTRUCTION):				$ 203,744.00
					LEAF (38%)	$ 125,791.40		$ 48,368.68	$ 77,422.72
					SUBTOTAL CITY PORTION:			$ 175,654.68	
					SUBTOTAL ASSESSED PORTION:				$ 281,166.72
					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			

Note 1: The costs associated with bituminous widths over 29' are paid by the City (for 41' bit. Road 24.9% City, 75.1% Non-City).

Note 2: City pays 100% of the cost for this item.

CHECKED BY: SWD
APPROVED BY: SAT

Z:\PROJECTS_PUBLIC\2008_PROJECTS\2008-09G_CAHILL_BROOKS\Spreadsheets\2008-07-28 Cahill Brooks Engineer's Estimate.xls

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	201185107001	Multi-Family	8664	CALLAHAN TRL	JEWEL A HOFFMANN	16.44	3.07	13.37	$ 43.48	$ 581.30	$ 523.17	$ 465.04
5	201185502001	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	201185108001	Multi-Family	8668	CALLAHAN TRL	THOMAS R SMITH	16.44	3.07	13.37	$ 43.48	$ 581.30	$ 523.17	$ 465.04
5	201185503001	Multi-Family	8647	CALLAHAN TRL	DANIEL A & SHARON R DICK	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 & MARY J RICKER	16.44	3.07	13.37	$ 43.48	$ 581.30	$ 523.17	$ 465.04
5	201185110001	Multi-Family	8678	CALLAHAN TRL	JAMES J & MARJORIE A JAMBOR	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	201185107003	Multi-Family	8729	CALLAHAN TRL	ROBERT J SENG	16.44	3.07	13.37	$ 43.48	$ 581.30	$ 523.17	$ 465.04
5	201185106003	Multi-Family	8723	CALLAHAN TRL	RICHARD W PRIBNOW	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	201185112001	Multi-Family	8688	CALLAHAN TRL	JONATHAN D EKERHOLM	16.44	3.07	13.37	$ 43.48	$ 581.30	$ 523.17	$ 465.04
5	201185103003	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	201185118001	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
10	201187501001	Commercial			ARBOR POINTE GOLFCLUB INC	267.60	0.00	267.60	$ 43.48	$ 11,635.25		
6	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	$ 3,730.58		
8	205489008000	City			CITY OF INVER GROVE HGTS	115.07	0.00	115.07	$ 43.48	$ 5,003.24		
9	201187501002	Commercial			ARBOR POINTE GOLFCLUB 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	KEVIN A JOHNSON	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202565001704	Multi-Family	8587	BRINKLEY LN	DOUGLAS G TSTE KUCHERA	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202565000204	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 TAWIAH	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202565001904	Multi-Family	8591	BRINKLEY LN	RYAN D CROSBY	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	202565001204	Multi-Family	8617	BRINKLEY LN	TIMOTHY & LORI ANN HOLDEN	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202565003104	Multi-Family	8592	BRINKLEY LN	ALICIA M LYSNE	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	202565001604	Multi-Family	8610	BRINKLEY LN	NYUK YEE GORES	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	BERNARD PATH	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 ELLERING	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202565005704	Multi-Family	8652	BERNARD PATH	ROBERT W & PATRICIA BARRY	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202565005804	Multi-Family	8646	BERNARD PATH	MICHAEL J AUGE	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	DELWYN 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	202565006504	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	ELISHA 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	202565007104	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 CHALIFOUX	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	202568013304	Multi-Family	8725	BECHTEL AVE	DAVID G II MOREHOUSE	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568013404	Multi-Family	8727	BECHTEL AVE	EILEEN M HANSEN	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568012704	Multi-Family	8736	BENSON WAY	STEVEN P KAISER	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568013004	Multi-Family	8730	BENSON WAY	STEVEN BENSON	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568013504	Multi-Family	8729	BECHTEL AVE	JEREMY C HOLLINGSWORTH	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568012804	Multi-Family	8734	BENSON WAY	KAREN SCHADENDORF	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568013104	Multi-Family	8728	BENSON WAY	LYNNE WESTERGREN	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568012104	Multi-Family	8748	BENSON WAY	DAVID & SUSAN TIMMONS	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568013604	Multi-Family	8731	BECHTEL AVE	KRISTA L FREDERICKSON	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568013204	Multi-Family	8726	BENSON WAY	BLAINE J BESTE	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568012904	Multi-Family	8732	BENSON WAY	MAUREEN MARLOW	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568012204	Multi-Family	8746	BENSON WAY	JUDITH L HENNESSEY	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568012304	Multi-Family	8744	BENSON WAY	ANNETTE L PENNING	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568012404	Multi-Family	8742	BENSON WAY	AMIT JONCHHE	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568010904	Multi-Family	8744	BECHTEL AVE	JOHN J FERGUSON	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568011204	Multi-Family	8738	BECHTEL AVE	MICHELE L HAEGLE	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568012504	Multi-Family	8740	BENSON WAY	ADAM & DANIELLE V MATHIAS	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568013704	Multi-Family	8733	BECHTEL AVE	JIMMY F & JACQUELINE ROGERS	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568011304	Multi-Family	8736	BECHTEL AVE	LINDA JO HESS	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568011004	Multi-Family	8742	BECHTEL AVE	VIRGINIA R TSTE STAWARZ	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568012604	Multi-Family	8738	BENSON WAY	LISA M GOLLON	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568011404	Multi-Family	8734	BECHTEL AVE	REBECCA A TROST	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568011104	Multi-Family	8740	BECHTEL AVE	JANET E MATHEWS	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568013804	Multi-Family	8735	BECHTEL AVE	DAVID J SAGE	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568013904	Multi-Family	8737	BECHTEL AVE	CARRIE L RICHARDS	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568011504	Multi-Family	8737	BENSON WAY	KENNETH A RECKER	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568011604	Multi-Family	8739	BENSON WAY	SEAN R MICHAELIS	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568014004	Multi-Family	8739	BECHTEL AVE	JOHN C KOLDEN	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568011704	Multi-Family	8741	BENSON WAY	FREWOINI 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 PIERE	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568014504	Multi-Family	8749	BECHTEL AVE	RUTH A BRUGGEMAN	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 LUNDSTROM	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	202568008704	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	202568008804	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	202568008904	Multi-Family	8756	BECHTEL AVE	EVANGALINE M CALVIN	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568114704	Multi-Family	8753	BECHTEL AVE	GERI C MILLAN	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568008304	Multi-Family	8768	BENSON WAY	CHARLES P DOYLE	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568009004	Multi-Family	8754	BECHTEL AVE	DANETTE M WEBER	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568008404	Multi-Family	8766	BENSON WAY	LINDA L BALDER	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568009104	Multi-Family	8761	BENSON WAY	MICHAEL J MCCABE	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568114804	Multi-Family	8755	BECHTEL AVE	BARBARA A KAMMEN	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568008504	Multi-Family	8764	BENSON WAY	RICHARD J & ELAINE B MANNING	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568009204	Multi-Family	8763	BENSON WAY	CLINT C & CATHERINE FRITTER	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568008604	Multi-Family	8762	BENSON WAY	SHARON M SCHMIDT	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568114904	Multi-Family	8757	BECHTEL AVE	JEANNIE GATLIN	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568009304	Multi-Family	8765	BENSON WAY	FELICIA N MARTINEZ	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568009404	Multi-Family	8767	BENSON WAY	JEFFREY T VARS	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568115004	Multi-Family	8759	BECHTEL AVE	DIANE M PETERS	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568115104	Multi-Family	8761	BECHTEL AVE	EVONNE PITZL	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568115304	Multi-Family	8765	BECHTEL AVE S	DARREN JOHNSON	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568115504	Multi-Family	8769	BECHTEL AVE	PETER J SANSTEAD	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568115704	Multi-Family	8773	BECHTEL AVE	JAMES A ALLEN	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
4	202568115204	Multi-Family	8763	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	202568115804	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	LINDSEY 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 MITRICSKA	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	7.87	0.85	7.01	$ 43.48	$ 304.91	$ 274.42	$ 243.93
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 JOHANNS	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	201177730102	Multi-Family	8780	BRUNELL WAY	ROBERT TSTE POHLMAN	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	BRUNELL 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	BRUNELL WAY	MITCHELL J WALTMAN	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730502	Multi-Family	8796	BRUNELL 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	BRUNELL WAY	KATHLEEN MCBRIDE	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177770603	Multi-Family	8801	BRUNELL 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	201177770503	Multi-Family	8805	BRUNELL WAY	JAY OSTERHAUS	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740102	Multi-Family	8804	BRUNELL WAY	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	201177770403	Multi-Family	8809	BRUNELL WAY	LORI M BARTHOLOME	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740202	Multi-Family	8808	BRUNELL WAY	JUDITH L ROOT	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740104	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	201177740204	Multi-Family	8800	BRUNSWICK PATH	ANDREW ZORAWSKI	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177770303	Multi-Family	8813	BRUNELL WAY	TIMOTHY & SHANNAH FIELD	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740302	Multi-Family	8812	BRUNELL WAY	KEVIN A OLSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730503	Multi-Family	8797	BRUNSWICK PATH	JOEL K SCHETTLER	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740304	Multi-Family	8804	BRUNSWICK PATH	CHERYL L JOHANSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740402	Multi-Family	8816	BRUNELL WAY	MARLIN R WORKMAN	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177770203	Multi-Family	8817	BRUNELL WAY	STEPHANIE L DAMLO	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740502	Multi-Family	8820	BRUNELL WAY	JOSE LUIS CASTANEDA	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730403	Multi-Family	8801	BRUNSWICK PATH	LANCE M & ANITA J COMER	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177770103	Multi-Family	8821	BRUNELL WAY	RICHARD A LARSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740602	Multi-Family	8824	BRUNELL WAY	TERRY ANN PFLANZ	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740404	Multi-Family	8808	BRUNSWICK PATH	LINDA B PRINCE	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730303	Multi-Family	8805	BRUNSWICK PATH	RAMONA MAHBOOB	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740504	Multi-Family	8812	BRUNSWICK PATH	BENEDICT P HUTCHINGS	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730203	Multi-Family	8809	BRUNSWICK PATH	LEAH ABBOTT	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730103	Multi-Family	8813	BRUNSWICK PATH	DENISE LEANNE OLSEN	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177750602	Multi-Family	8848	BRUNELL WAY	BRETT E & YING C SANDBORGH	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177780503	Multi-Family	8827	BRUNELL WAY	ILIYA BERDICHEVSKI	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177740604	Multi-Family	8816	BRUNSWICK PATH	KIRK M DEMERCHANT	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177750502	Multi-Family	8844	BRUNELL WAY	JOHN T & LORI A STICHA	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177780403	Multi-Family	8831	BRUNELL WAY	CAREY B FAGAN	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730104	Multi-Family	8820	BRUNSWICK PATH	NICHOLAS G & HOLLY M AWADA	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720603	Multi-Family	8821	BRUNSWICK PATH	JAMES C KRIKSCIUN	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177750402	Multi-Family	8840	BRUNELL WAY	CHRISTINA M ADAMS	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730204	Multi-Family	8824	BRUNSWICK PATH	COREY J & JEANINE L BRUNCLIK	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177780303	Multi-Family	8835	BRUNELL WAY	NANCY A KLAERS	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720503	Multi-Family	8825	BRUNSWICK PATH	LINDA J RUD	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177780203	Multi-Family	8839	BRUNELL WAY	SUZANNE DEGLER	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177750302	Multi-Family	8836	BRUNELL WAY	PAUL T & JESSICA E STEWART	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730304	Multi-Family	8828	BRUNSWICK PATH	MARNA C SCHIELD	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177780103	Multi-Family	8843	BRUNELL WAY	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% MULTI-FAMILY STREET REDUCTION	WITH 20% MULTI-FAMILY STREET REDUCTION
14	201177750202	Multi-Family	8832	BRUNELL WAY	CHERYL L REID	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720303	Multi-Family	8833	BRUNSWICK PATH	MARY B CUBUS	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730404	Multi-Family	8832	BRUNSWICK PATH	MICHAEL D REED	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177790603	Multi-Family	8853	BRUNELL WAY	ERIC A PETERSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177750102	Multi-Family	8828	BRUNELL WAY	MARCIAL K VASQUEZ	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177730504	Multi-Family	8836	BRUNSWICK PATH	SCOTT A GUSTAFSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720203	Multi-Family	8837	BRUNSWICK PATH	PATRICK T GRISWOLD	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177790503	Multi-Family	8857	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 F PETERSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720103	Multi-Family	8841	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	8861	BRUNELL WAY	MARY THOMA	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177760102	Multi-Family	8852	BRUNELL WAY	MIJA YOON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177710603	Multi-Family	8849	BRUNSWICK PATH	CARL & GENEVIEVE M MCCULLOUGH	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177760202	Multi-Family	8856	BRUNELL WAY	ELIZABETH C NORUM	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177710503	Multi-Family	8853	BRUNSWICK PATH	CORY J BARON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720104	Multi-Family	8844	BRUNSWICK PATH	CATHERINE W MATHENGE	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177760302	Multi-Family	8860	BRUNELL WAY	JOY HARGONS	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177790303	Multi-Family	8865	BRUNELL WAY	NICOLE E OBYRNE	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177710403	Multi-Family	8857	BRUNSWICK PATH	JENNIFER L ANDERSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720204	Multi-Family	8848	BRUNSWICK PATH	KATHLEEN E MCKENNA LARSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177790203	Multi-Family	8869	BRUNELL WAY	ALLAN KING	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720304	Multi-Family	8852	BRUNSWICK PATH	DAVID C RUST	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177710303	Multi-Family	8861	BRUNSWICK PATH	ERIC R MICEK	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177760402	Multi-Family	8864	BRUNELL WAY	NICK A RADDATZ	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177790103	Multi-Family	8873	BRUNELL WAY	LISA R & JAMIE P LINDQUIST	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177760502	Multi-Family	8868	BRUNELL WAY	SHAWN W VELLEK	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177710203	Multi-Family	8865	BRUNSWICK PATH	TARA M OLSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720404	Multi-Family	8856	BRUNSWICK PATH	MATTHEW E LAWSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720504	Multi-Family	8860	BRUNSWICK PATH	JENNIFER PODSIADLY	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177710103	Multi-Family	8869	BRUNSWICK PATH	TIMOTHY J MANSUR	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177760602	Multi-Family	8872	BRUNELL WAY	NATHAN R MATTSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177700604	Multi-Family	8877	BRUNELL WAY	LYLE W ROCK	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177720604	Multi-Family	8864	BRUNSWICK PATH	LISA GAIL BRAMLET	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177700504	Multi-Family	8881	BRUNELL WAY	TIMOTHY J CHRISTOFORE	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177700404	Multi-Family	8885	BRUNELL WAY	LEETTA DOUGLAS	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177770102	Multi-Family	8876	BRUNELL WAY	KENT L GREFF	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177770202	Multi-Family	8880	BRUNELL WAY	KEVIN J SPROATT	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177700503	Multi-Family	8877	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	8889	BRUNELL WAY	PAUL A RAFFERTY	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177770302	Multi-Family	8884	BRUNELL WAY	DANIEL R GRUWELL	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177700403	Multi-Family	8881	BRUNSWICK PATH	DOREEN K ANDERSON	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177710104	Multi-Family	8888	BRUNSWICK PATH	SUSAN M MORLEY	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177700204	Multi-Family	8893	BRUNELL WAY	DAVID P SCHULTZ	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177700104	Multi-Family	8897	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	8885	BRUNSWICK PATH	TRAVIS S RUFF	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177710204	Multi-Family	8892	BRUNSWICK PATH	BRENT S THEROUX	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177770402	Multi-Family	8888	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	201177770502	Multi-Family	8892	BRUNELL WAY	MICHAEL W & MARGARET YOCUM	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177700203	Multi-Family	8889	BRUNSWICK PATH	SANDRA L 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	201177770602	Multi-Family	8896	BRUNELL WAY	BRIAN S & STEPHANIE SWEENEY	6.99	0.98	6.01	$ 43.48	$ 261.51	$ 235.36	$ 209.21
14	201177700103	Multi-Family	8893	BRUNSWICK PATH	LAUREN M DEGIDIO	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	201177790602	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 WERB	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 SEPPELT	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	201177780602	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 HEMMER	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	CYNTHIA A PACHURA	6.51	0.00	6.51	$ 43.48	$ 282.90	$ 254.61	$ 226.32
11	201185400604	Multi-Family	2832	87TH ST E	DANNY R & CAROL L COULSON	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 ELL	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 CLEMENS	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 ST E	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 & JOAN 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	201185404304	Multi-Family	8725	BAXTER WAY	LEO M GROSS FAMILY LVG 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 & ANN 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 CANE	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	201185405204	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 GUNDERSGAARD	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	201185603802	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	201185604302	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	8828	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	8858	BRANSON DR	LORI L 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	BRENDA 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	201185705802	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	201185706202	Multi-Family	8817	BRANSON DR	DANIEL P FELTEN	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185602202	Multi-Family	8854	BRANSON DR	VIRGIL & JOAN PRZYBILLA	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185707502	Multi-Family	8781	BRANSON DR	ERROL J EDWARDS	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185709002	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 OVENS	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	201185708902	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	201185708302	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 & REBECA O IRWIN	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185708802	Multi-Family	8767	BRANSON DR	CHRISTOPHER AMBE	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185707602	Multi-Family	8779	BRANSON DR	AMY J VANN	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185706002	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 LAFOUNTAINE	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	201185706602	Multi-Family	8799	BRANSON DR	CARL S BRUST	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185708502	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 SPELDRICK	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 & MARY 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	201185602602	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 UBBEN	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	201185602902	Multi-Family	8855	BRANSON DR	PAMELA A GUICHARD	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185603502	Multi-Family	8837	BRANSON DR	MELISSA JO SAPLETAL	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185705002	Multi-Family	8823	BRANSON DR	MELINDA ANN MAY	5.99	0.00	5.99	$ 43.48	$ 260.41	$ 234.37	$ 208.33
13	201185600502	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
									Total:	$ 257,643.45	$ 241,706.61	$ 225,769.77

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
◇JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919-2005

• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
◇ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: April 9, 2009
RE: Authority of City to Improve Roadways

Section 1. Background. In the Arbor Pointe area, there are a number of private streets that flow into and intersect with public roadways. The public roadways serve as collectors. The private streets serve as local streets for the residents. Both the private and public streets were constructed over an approximately ten (10) year period as part of the overall Arbor Pointe development. The City owns and controls the public streets. The various Homeowner Associations own and control the private streets. Both sets of streets have deteriorated and some public streets are in need of a mill and overlay.

A question was asked as to whether the City, to take an advantage of economy of size, could contract to improve both the private and public streets and assess property owners for the costs of both streets. This proposal would assume that all the work would be done at the same time under one contract, that landowners would waive any special assessment appeals for the assessments associated with the private streets, and that the special assessments for both the private and public streets would be spread over the standard installment periods at presumably a interest rate tied in some fashion to the City's bond rate. The gist of the proposal is to expand the project to include private streets.

Section 2. Criteria for Valid Public Expenditures. In order for an expenditure of public funds to be lawful, it has to meet the following standards:

1. Public Purpose. There must be a public purpose for the expenditure.
2. Authority. There must be specific or implied authority for the expenditure in the enabling statutes that govern the City.
3. Conformance with Procedures of Statute. If the statute prescribes a specific method or means of exercising the authority, the requirements and restraints of the statute must be followed.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ORDERING IMPROVEMENTS, APPROVING THE PLANS AND SPECIFICATIONS, AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR 2008 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09G – CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 27th day of April, 2009 called for a public hearing on the proposed improvement project, 2008 Pavement Management Program, City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 26th day of May 2009, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted May 26, 2009.

2. The project shall be funded from the Pavement Management Fund and special assessments.

3. The plans and specifications of City Project No. 2008-09G are hereby approved.

4. The City Engineer is hereby authorized to advertise for bids with respect to City Project No. 2008-09G.

5. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 26th day of May 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Acquisition of Land Adjacent to Heritage Village Park

---

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	[ ]	None
Contact:	Eric Carlson – 651.450.2587	[ ]	Amount included in current budget
Prepared by:	Eric Carlson	[ ]	Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[x]	Other

PURPOSE/ACTION REQUESTED

Consider the concept of acquisition of property adjacent to Heritage Village Park. The property lies on the west side of the pond on the end of Doffing Ave. The property is currently owned by Castaway Marina Inc.

SUMMARY

The City has been developing Heritage Village Park. Castaway Marina Inc. owns property that is "land locked" by park property and a pond. Castaway Marina is proposing to give the City property that lies west of the pond which is surrounded by Heritage Village Park.

During conversations with the Marina it was determined that it may be necessary for the City to construct a 6' high chain link fence along the rear property boundary to keep people from driving their vehicles and ATV's across park property. The fence would be approximately 300' in length.

If the Council approves of this "concept" city staff and the City Attorney would work on the details of this issue and bring back a formal proposal at a future Council meeting.

Dakota County Real Estate Inquiry

Data Updated 4/30/2009.

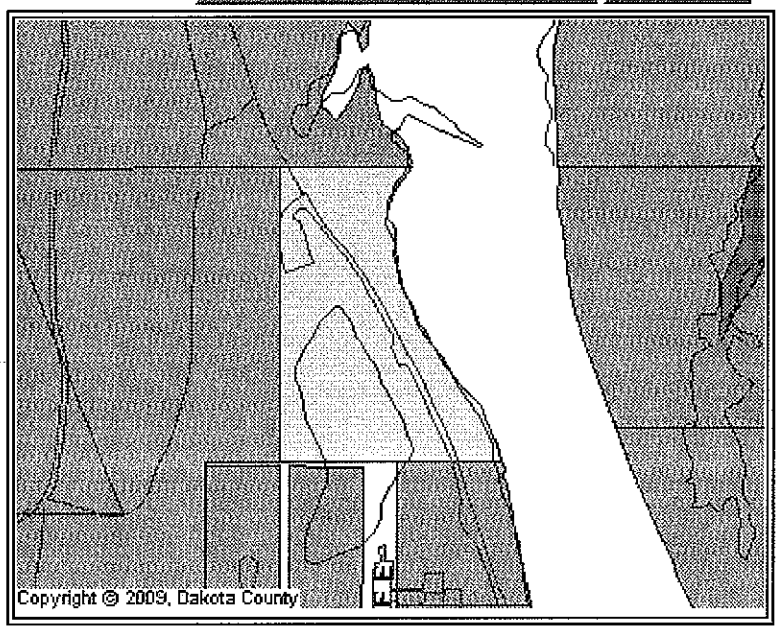
Need Help? What's New?

Map navigation

Select option and click on map:

○ Zoom In ○ Zoom Out ○ Pan ◉ Identify

Show Full County Map | Big Map



Legend

Real Estate Parcels
- Parcels
- Common Ownership
- Water
- R/W, Easement
- Dedicated R/W

◉ Tax Parcels
○ Market Value
○ Recent Sales
○ Year Built
○ Air Photo
○ Torrens

Refresh Map

Choose **ONE** search method, enter criteria, and click Go or hit enter key.

House #: Go

OR

PIN: Go

Details | Tax Stub | Statement | Plat | Neighborhood | Birds Eye | Photo

PIN: 20-00200-010-25 Owner: CASTAWAY MARINA INC Address: City: ,	2009 Est. Value (Payable 2010): $209,900 2008 Taxable Value (Payable 2009): $219,100 Payable 2009 Tax: $5,498.24 Total Acreage: 3.74 Year Built: 0

PLEASE READ DISCLAIMER

This application was developed by the Dakota County Office of GIS in cooperation with Assessing Services and the Property Taxation & Records Departments

Dakota COUNTY

Click on the Dakota County Logo above to return to the home page

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Review Plans for Trail Connection Along Babcock Trail Between Baldwin and 75th

---

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	[ ]	None
Contact:	Eric Carlson – 651.450.2587	[ ]	Amount included in current budget
Prepared by:	Eric Carlson	[ ]	Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[x]	Other

PURPOSE/ACTION REQUESTED

Consider approval for the layout of the trail proposed along Babcock Trail between Baldwin and 75th and direct staff to seek quotes/bids for the installation of the trail.

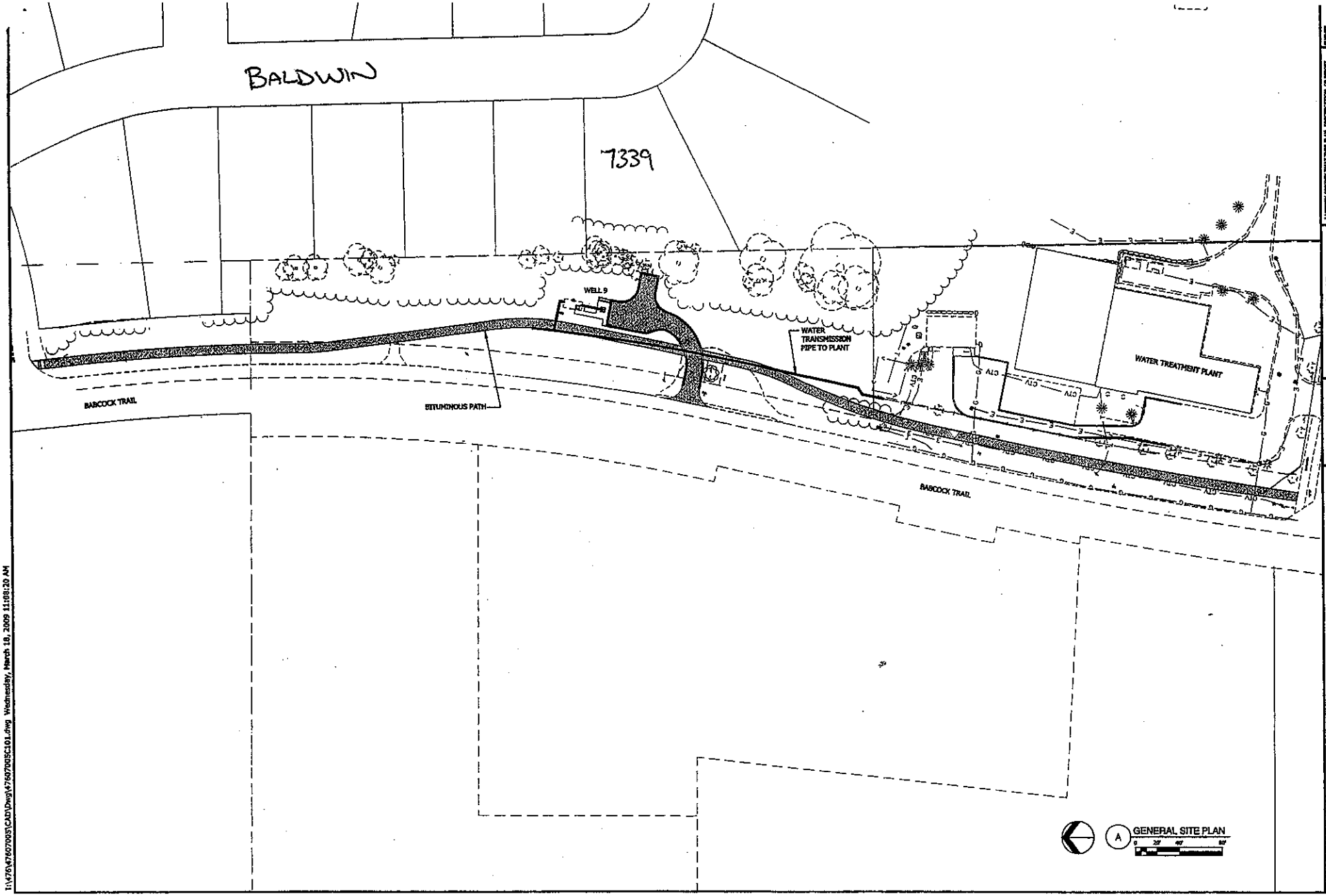
SUMMARY

As a part of the 2009 park improvement planning process, one of the projects that has been supported by Commission and Council is a trail connection from Baldwin Ave to 75th St on the east side of Babcock Trail.

The trail is being proposed at this time based on the City's development of Well #9. There will be an economy of scale to completing this project at this time. The trail will provide a safe off-road alternative to people in the neighborhood as it will connect trails found adjacent to 75th and 70th, both of which connect to the trail along Hwy 52.

On Tuesday, April 28th staff held a public informational meeting to hear neighborhood comments regarding the proposed trail connection. There were two property owners in attendance, and they were supportive of the proposed trail as long as we could protect the mature evergreen trees that exist on the rear property line. At this point we believe the trees can be protected and would not support moving the project forward if they can't be ultimately saved. There are however a number of other undesirable trees that will need to be removed to accomplish this project and the property owners understand that these trees need to be removed. In addition, one of the property owners has some private improvements in the right-of-way that will have to be removed and brought back on to private property. This has been communicated to the property owner and they agree that this needs to be accomplished.

On Wednesday, May 13th the Parks and Recreation Commission held a meeting to discuss the issue. At the meeting, Mr. Mark Yarrington, 7339 Baldwin, was in attendance and wanted to make sure we would be respectful of his property. Mr. Yarrington doesn't oppose the trail but would like to see the City "re-landscape" the area to provide natural screening. Mr. Yarrington also would like the trail push as far to the west as possible. City staff have studied the trail plan and feel the trail is as far west as possible given some other issues on the site. Staff would also recommend the planting of some trees as necessary to provide natural screening.



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: RICHARD M. PATTN

SIGNATURE:

DRAWN	
CHECKED	
DESIGNED	
APPROVED	
DATE	

St. Paul Office
2335 West Highway 36
St. Paul, MN 55113
Phone: 651-636-4600
Fax: 651-636-1311

Bonestroo

INVER GROVE HEIGHTS, MINNESOTA

WELL NO.9

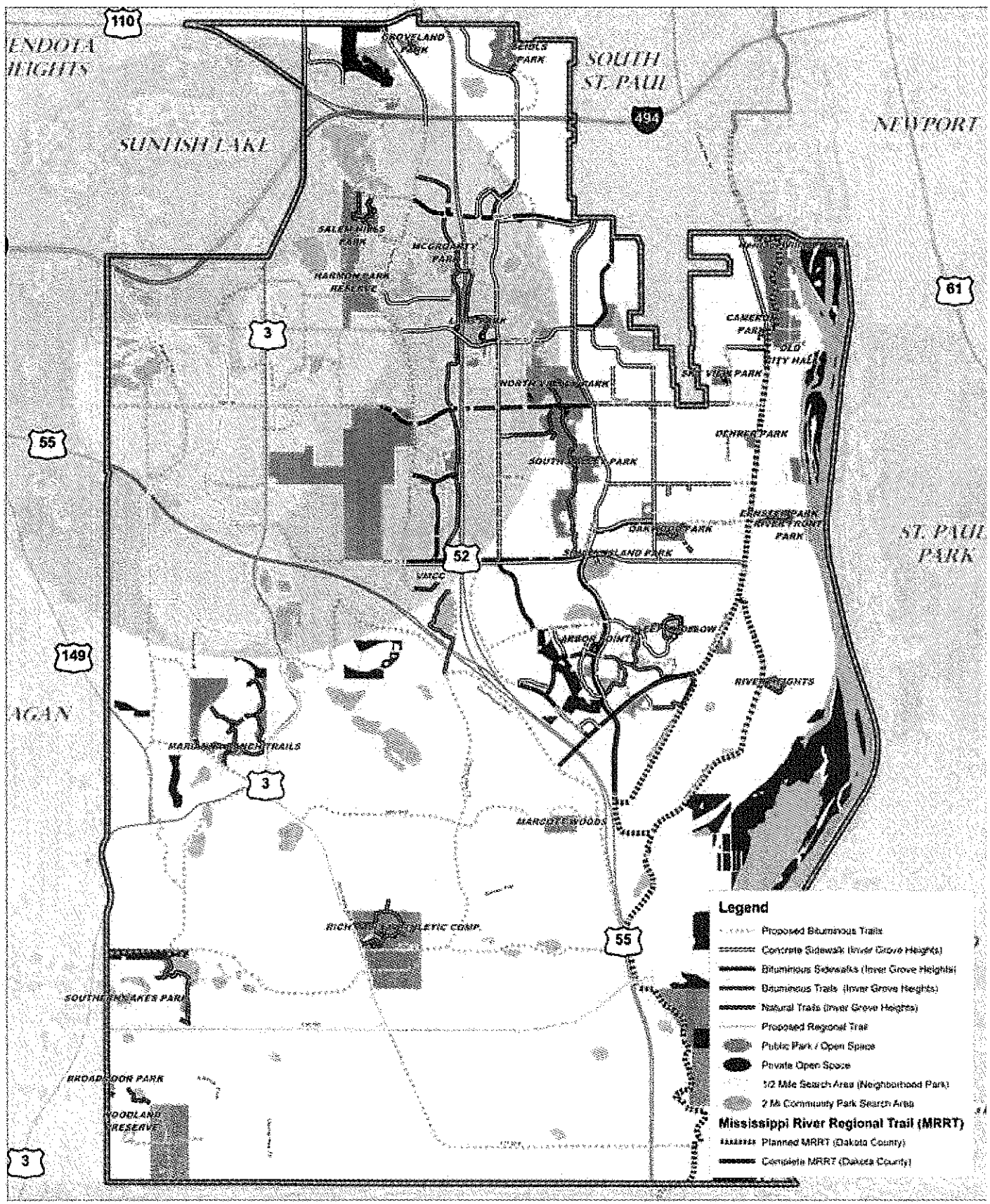
476070051C101

Drawing Number

C1.01

I:\476\4760700S\CAD\Dwg\4760700SC101.dwg Wednesday, March 18, 2009 11:09:20 AM

Figure 6.7: 2030 Parks, Trails & Open Space Plan



2030 Parks, Trails & Open Space Plan

0 0.25 0.5 1 1.5 Miles

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Hiring Consultant for Rock Island Swing Bridge Project

---

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	[ ]	None
Contact:	Eric Carlson – 651.450.2587	[ ]	Amount included in current budget
Prepared by:	Eric Carlson	[ ]	Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[x]	Other

PURPOSE/ACTION REQUESTED
Authorize entering into an agreement with a consulting firm for the purposes of assisting the City of Inver Grove Heights in developing plans & specifications, applying for necessary permits, submitting environmental documentation necessary, concept master plan development, and bidding services in an effort to re-use the Rock Island Swing Bridge as a recreational pier in the Mississippi River.

Staff expects to receive proposals from:

- Short Elliott Hendrickson Inc. (SEH Inc.)
- Kimley Horn & Associates Inc. (KHA Inc.)

Proposals are due on May 21st at 12 noon. A recommended firm will be provided to the Council at the meeting once staff has had an opportunity to review the proposals prior to the meeting. It is anticipated that the proposals will be in the range of $100,000 - $200,000.

The grant request has been recommended to be funded in the amount of $1,300,000 and the "official" approval is expected on June 10, 2009. There is no local match requirement associated with the grant award.

SUMMARY
In April 2009, the City submitted a Transportation Enhancement American Recovery & Reinvestment Act (TE ARRA) grant request in the amount of $1,300,000. The funding is made available from the federal stimulus package.

On May 5, 2009, staff participated in a meeting at the Metropolitan Council to review the grant request with regards to any potential "roadblocks". All of the necessary permitting agencies were in attendance and everyone seemed to concur that the project was "doable". The exception to this is the question of historical significance and whether or not the County's effort to remove the bridge could be considered as an "anticipatory" action to avoid a federal process.

On May 11, 2009, the City Council directed staff to work towards potential ownership of the Rock Island Swing Bridge as long as the following conditions could be met.

- City could gain ownership of the bridge and any land associated with the bridge as long as the city was indemnified and held harmless
- City could gain approval of any and all permits associated with the proposed project
- City could secure the necessary funding from outside sources to repair\reuse the bridge
- City and County would enter into a Joint Powers Agreement (JPA)
- Understanding of the potential liability for ownership of the structure

On May 14, 2009, staff participated in a "kick-off" meeting with MN DOT on the project. At the meeting staff was told about the process and information that must be completed and worked on. Because of the federal funding, the project will be monitored closely and if the City isn't able to make satisfactory progress the grant could be taken away to fund another project.

On May 16, 2009, the Minnesota Legislature passed a bill putting in place a moratorium on the demolition of the bridge as follows:

> *DEMOLITION OF ROCK ISLAND BRIDGE PROHIBITED FOR TWO YEARS.*
>
> *The Department of Transportation, Dakota County, or any other public body is prohibited from demolishing or otherwise removing all or any portion of JAR 5600, commonly known as the Rock Island Bridge, or causing its demolition or removal.*
>
> *EFFECTIVE DATE This section is effective the day following final enactment and expires two years following its effective date.*

The bill has been signed by Governor Tim Pawlenty.

Grant Submittal Deadline

By November 13, 2009 the City of Inver Grove Heights must submit the following information to the Metropolitan Council:

- All necessary environmental documentation
- All necessary right-of-way certificates
- Plans & specifications
- Project cost estimates

Failure to have any of these items approved by November 13, 2009 will result in a loss of funds to the project.

Consulting Engineer

In an effort to assist the City in meeting the deadlines associated with the project, a consulting engineer will need to be hired. The consultant will be asked to perform the following:

- Preliminary Design Services
  - Topographic Survey & Base Mapping
  - Structural Evaluation of the Bridge
  - Alternative Cost Analysis (reuse spans 3 & 4 vs constructing new spans)
- Environmental Documentation
  - Project Memorandum
  - Mussel Survey (currently being performed by Washington\Dakota Counties)
- Agency Coordination/Permitting
  - Section 10 Permit - Army Corps of Engineers (120 day review)
  - Public Waters Permit – MN DNR (60 day review)
  - Mississippi River Critical Area Coordination – MN DNR
  - Section 404 – Army Corps of Engineers
  - Section 401 – MPCA
  - NPDES Permit – MPCA
- Operations & Maintenance
  - Operations and maintenance responsibility analysis
  - Long-term financial commitments for repair and replacement
  - Security

- Final Design Services
    - Plans & specifications for pier and span work
- Concept Master Plan
    - Provide concept master plan for 25 acre area around the bridge site
    - Inventory and Analysis
    - Concept Master Planning
- Bidding Services
- Public Involvement
    - PRAC meeting(s)
    - Council meeting(s)
    - Neighborhood Open House

Tentative Timeline

Date	Meeting	Action
May 26th	City Council	Hire Consulting Engineer
June 8th	City Council	Approve potential project approach/scope
June 10th	PRAC	TBD
June 22nd	City Council	TBD
July 7th	Public Open House	Review proposed project information
July 8th	PRAC	Review proposed project information
July 13th	City Council	Approve project plans & specifications
July 27th	City Council	Review site concept master plan

Liability\Insurance

At this point the League expects to be able to insure the project once it has been restored and is "safe". The League hasn't been able to identify an annual cost for insuring the structure but believes it will be in the range of $0 - $25,000 annually.

Minnesota State Statue 466.03 deals with "Recreational Immunity".

> **Subd. 6e. Parks and recreation areas.**
> Any claim based upon the construction, operation, or maintenance of any property owned or leased by the municipality that is intended or permitted to be used as a park, as an open area for recreational purposes, or for the provision of recreational services, or from any claim based on the clearing of land, removal of refuse, and creation of trails or paths without artificial surfaces, if the claim arises from a loss incurred by a user of park and recreation property or services. Nothing in this subdivision limits the liability of a municipality for conduct that would entitle a trespasser to damages against a private person.

If the project continues to proceed, the City will want to be able to use this statue to protect ourselves from claims that could be filed against the City. In order for the City to use this we would need to:

- Designate the recreational pier as a "park" and have it in the Comprehensive Plan
- Take reasonable steps to warn the public through signage
- Create "rules" for the pier that are adopted by ordinance and posted on the site
- Our police department will need to take "reasonable" enforcement action
- Site plan for the area making sure vehicles can't access the structure

- Meet any Army Corp of Engineer regulation on marking the structure in the river (i.e. beacons)
- All signage will need to be lighted
- Develop an "Hours of Operation" for the pier

Joint Powers Agreement

Progress is being made on the JPA with Dakota County. At this point the JPA's outline includes:

City Responsibilities

- Indemnify and hold County Harmless for any claim resulting from attempted ownership of the Bridge
- Accept responsibility for any and all costs remaining for completion of the original contract should the piers and/or bridge structure have to be removed and the contractor recalled to the site for that purpose
- Own and maintain the Bridge and piers

County Responsibilities

- Complete all portions of the contract, including the Mussel survey and any necessary action as a result of findings, before city obtains any and all necessary permits
- Assert that there are not outstanding liens, taxes or fees due against the personal or real property
- Complete the transfer of tax forfeit land to ensure that the bridge can land on property owned by the City

Moratorium

With the moratorium in place, it would appear that there isn't the urgency to have a JPA in place as there once was. It is our understanding that the Legislature can lift the moratorium at any time. It may become necessary for the moratorium to be lifted to advance the project because work on the spans\piers will need to progress to stay within the requirements of the grant.

The County may become uncooperative with the passing of the moratorium given that it negatively impacts a contract it has in place to demolish the bridge.

Right-of-way/Tax Forfeited Property

The County has indicated an wiliness to help the City acquire the right-of-way and tax forfeited property on either side of the right-of-way.

Site Concept Master Plan Development

As a part of the overall development of the recreational pier. It is suggested that a master plan for the approximate 25-acres surrounding the site be developed. The master plan will help guide future improvements to the area with regards to future private and public investments.

Historical

It is believed that when the swing portion of the bridge was demolished, the historical value of the bridge was removed. However, there is some concern over the approvals necessary from the historical agencies. At this point, this is the one area that could cause the most potential delay and concern.

Project Scope/Project Cost(s)
At this point the preliminary scope of the project includes the following:

Alternative A

- Build a bridge abutment
- Build a 189' long 12' wide span from the bridge abutment to pier 2
- Build a 140' long 12' wide span from pier 2 to pier 3
- Build a 140' long 24' wide spans from pier 3 to pier 4
- Build a 140' long 24' wide spans from pier 4 to pier 5
- Project ends up approximately 609' into the Mississippi River

Alternative B

- Build a bridge abutment
- Build a 189' long 12' wide span from the bridge abutment to pier 2
- Build a 140' long 12' wide span from pier 2 to pier 3
- Rebuild span 3 from pier 3 to pier 4
- Rebuild span 4 from pier 4 to pier 5.
- Project ends up approximately 609' into the Mississippi River

Alternative C

- One of the above scenarios without span 3 or 4 depending on the available funding and bids

The Legislature also passed a bill that has $100,000 allocated for the bridge. The City would need to follow a process as designated by the MN Historical Society. At this point we don't know what "requirements" may be attached to the $100,000.

Early estimates are that $1,300,000 isn't going to be enough to complete either alternative A or B. If other funding doesn't become available in the timeframe needed to make a decision it could become necessary to develop a "phased" approach to the project or accepting a shorter pier altogether.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CITY OF INVER GROVE HEIGHTS; **Reporting Tool for Northwest Area**

Meeting Date: May 26, 2009
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner

Reviewed by: N/A

Fiscal/FTE Impact:

X	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 a Resolution approving a proposal from Hoisington Koegler to prepare a Reporting Tool for the Northwest Area.

SUMMARY

It was anticipated that once development began in the Northwest Area, a yearly reporting summary would be prepared to evaluate the progress of development. A monitoring report is valuable to the City as a tool to enable current and future updates to be prepared on development activities. The year end report would focus primarily on the following four items; 1) track development to compare actual development to financial revenue assumptions, 2) monitor comprehensive plan forecasts of population households and employment, and compare to the City comprehensive plan and Metropolitan Council forecasts 3) track the number of dwelling units, commercial/industrial square footage, density and Floor Area Ratios (FAR) and compare to City and Metropolitan Council assumptions and 4) determine how well the ordinance is working based on its unique performance standards.

This would help the City track as recommended by the implementation chapter of the Comprehensive Plan. From analysis that was done with the comprehensive plan update, the City has existing data through 2008. This Northwest Area reporting would allow us to more easily update our current data. Once the reporting tool is created, the City would own the tool and Staff would update the information and prepare our own year end reports.

As outlined in the proposal from Hoisington Koegler, the cost to create the reporting tool would be $2,500 and would be funded through Planning Services 2009 budget.

City Staff recommends approval of the resolution approving the proposal.

Attachments: Resolution approving Northwest Area Reporting Tool
Proposal from Hoisington, Koegler

cc: Brad Scheib, Hoisington, Koegler

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPOSAL FROM HOISINGTON KOEGLER TO PREPARE A REPORTING TOOL FOR THE NORTHWEST AREA.

WHEREAS, with the beginning of development activity in the Northwest Area, a yearly reporting summary is to be prepared to evaluate the progress of development;

WHEREAS, a Northwest Area Reporting Tool would track such information as development revenues, population, household and employment forecasts, commercial/industrial square footage, density and Floor Area Ratio;

WHEREAS, the Northwest Area Reporting Tool will help track information that is necessary for the City to implement elements of the Comprehensive Plan;

WHEREAS, the City has data through 2008, this tool will allow the City to continue updates;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Proposal from Hoisington Koegler to prepare a Reporting Tool for the Northwest Area is hereby approved.

Passed this 26th day of May, 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

MEMORANDUM

Hoisington Koegler Group Inc.

To: Tom Link/Allan Hunting

From: Brad Scheib, AICP

Subject: Reporting Tool for the Northwest Area

Date: April 21, 2009

You have requested that we prepare a proposal for developing a reporting tool that will enable current and future updates to be prepared on development activities in the Northwest Area. Collectively, we have identified four primary reasons for performing this activity: 1) Track development revenues and compare planning assumptions with actual development; 2) improve accuracy and consistency of comprehensive plan forecasts for households and employment; 3) help track with Met Council regarding number of units, commercial/industrial square footage, density and FAR; and 4) enable us to assess how well the ordinance is working based on its unique performance standards. These four reasons are consistent with the implementation strategies identified in the 2030 Comprehensive Plan, currently in draft form.

Specifically, you have identified the following items as key measurements based on approved and recorded plats (note, our comments are provided for clarification in italics where appropriate):

1. Total acreage
2. Net developable acreage
3. Amount of natural area/open space – *distinguished between area in private ownership conservation easements or restrictive covenants vs. public ownership*
4. Amount of undisturbed natural area/open space – *meaning not graded*
5. Density – *expressed in residential units per acre and in commercial-industrial floor area ratios (FAR)*
6. Number of residential units – *presented as single family attached, single family detached and multi-family (stacked)*
7. Amount of sq footage of commercial/industrial buildings – *presented as office, retail or industrial*
8. Amount of sq footage of institutional uses – *presented as government services, school or church/religious*
9. Square Feet of Impervious coverage – *as defined in code*
10. Area of each zoning district – *upon final zoning approval*
11. Population projections
12. Employment projections
13. Households projections
14. SAC units

This information will be generated using the development spreadsheet prepared during preliminary planning for the Northwest Area planning and subsequently refined and expanded during the comprehensive plan update. By using this spreadsheet as the bases, we will enable future analysis by TAZ and Sewer District boundaries.

Our process includes the following key tasks.

1 Meeting with staff to outline data needs review spreadsheet makeup
2 Updating of Spreadsheet with actual approved development projects and recorded final plats

123 North Third Street, Suite 100, Minneapolis, MN 55401-1659
Ph (612) 338-3800 Fx (612) 338-6838 www.hkgi.com
Direct (612) 252-7122 Email bscheib@hkgi.com

3 Preparing reports based on the above identified measurements.
4 Meeting with staff to review reports, answer questions and make necessary modifications.
5 Prepare revisions and final deliverables.

The final deliverables will consist of a memorandum and series of charts/tables, an updated GIS database and an updated excel spreadsheet with the new measurements added as worksheets.

We estimate a budget of $2,500 to complete the above mentioned tasks including expenses limited to mileage.

We can complete the above mentioned tasks within one to two weeks upon notice to proceed.

Please let me know if you have any questions and thank you for the opportunity to present this proposal.

AGENDA ITEM 7E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Approving Plans and Specifications and Authorizing Advertisement for Bids, Approving Agreement Number 94447 with Mn/DOT for Construction and Maintenance, Approving Agreement with Dakota County for Construction Cost-sharing and Maintenance and Approving Limited Use Permit with Mn/DOT for Trail in Trunk Highway 3 Right-of-Way for City Project No. 2009-01, Trunk Highway 3 and Amana Trail/Proposed 80th Street (County Road 28) Intersection Improvements

Meeting Date: May 26, 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:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Cost-Share Agreement, Special Assessments, Municipal State Aid Funds

PURPOSE/ACTION REQUESTED

Consider resolutions approving plans and specifications and authorizing advertisement for bids, approving agreement with Mn/DOT for construction and maintenance, approving agreement with Dakota County for construction cost-sharing and maintenance, and approving limited use permit with Mn/DOT for trail in Trunk Highway 3 right-of-way for Project No. 2009-01, Trunk Highway 3 and Amana Trail/proposed 80th Street (County Road 28) intersection improvements.

SUMMARY

The City Council ordered City Project No. 2009-01 on July 28, 2008. The City's consultant for this project, Stonebrooke Engineering, has prepared the construction plans and specifications. Mn/DOT and Dakota County have approved the plans and specifications. The proposed schedule calls for a bid opening on July 7, 2009 and Council consideration of the bids on July 13, 2009. The required Cooperative Construction Agreement with Mn/DOT outlines the construction and maintenance responsibilities of Mn/DOT and the City. The Limited Use Permit from Mn/DOT is required for the trail (what is required as part of the standard roundabout design). The agreement with Dakota County memorializes the construction cost-share and maintenance responsibilities of the County and the City.

I recommend adoption of the four resolutions for City Project No. 2009-01 – T.H. 3 and Amana Trail/proposed 80th Street (County Road 28) Intersection Improvements.

SDT/kf

Attachment:
- Resolution approving plans and specifications and authorizing advertisement for bids
- Plan set cover sheet and layout sheet
- Resolution approving Agreement No. 94447 with Mn/DOT for construction and maintenance
- Mn/DOT Agreement No. 94447
- Resolution approving agreement with Dakota County for construction cost-sharing and maintenance
- Agreement with Dakota County (to be provided at Council meeting)
- Resolution approving Limited Use Permit with Mn/DOT for trail in Trunk Highway 3 right-of-way

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS – CITY PROJECT NO. 2009-01, TRUNK HIGHWAY 3 AND AMANA TRAIL/PROPOSED 80TH STREET EAST (COUNTY ROAD 28) INTERSECTION IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights and Inver Grove Heights Investment, LLC have entered into an agreement to improve the intersection of Trunk Highway 3 and Amana Trail/proposed 80th Street East (County Road 28) by October 15, 2009; and

WHEREAS, funding will come from special assessments to the benefiting properties, Dakota County, and the City; and

WHEREAS, the City is the lead agency for these improvements; and

WHEREAS, the project was ordered on June 23, 2008 by Resolution No. 08-176; and

WHEREAS, Dakota County and Mn/DOT have approved the plans.

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

1. The plans and specifications are hereby approved.

2. Staff is authorized to advertise for bids.

3. City funding will come from Municipal State Aid funds and/or special assessments to the benefiting properties.

4. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of May 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

FINAL APPROVED PLANS

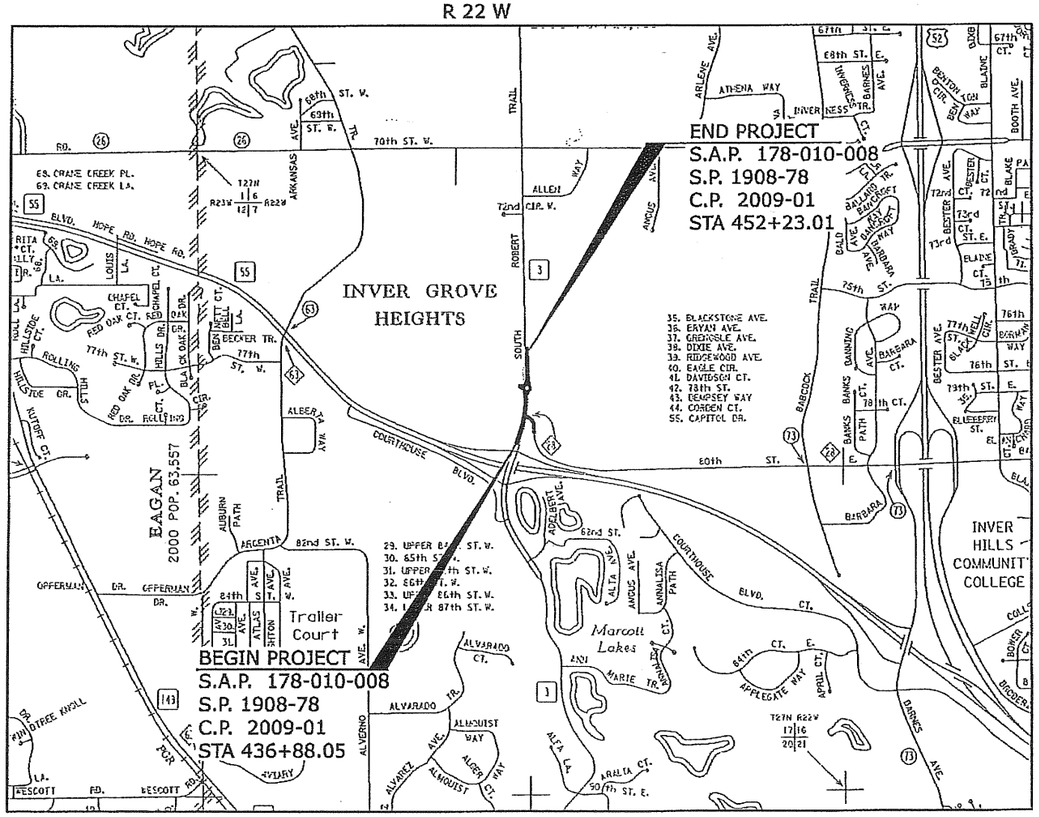
MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLAN FOR INTERSECTION IMPROVEMENTS

LOCATED ON TH 3 FROM 449' SOUTH OF TH 3/80TH ST TO 1086' NORTH OF TH 3/80TH ST

STATE AID PROJ. NO. 178-010-008
STATE PROJ. NO. 1908-78
CITY PROJ. NO. 2009-01
GROSS LENGTH 1,534.96 FEET 0.291 MILES
BRIDGES-LENGTH FEET MILES
EXCEPTIONS-LENGTH FEET MILES
NET LENGTH 1,534.96 FEET 0.291 MILES
REF. POINT 040+00.814 TO REF. POINT 041+00.105

R 22 W



NOTE:
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MnMUTCD), INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS - JANUARY 2007.

FED. PROJ. NO.

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MN MUTCD AND PART VI "FIELD MANUAL FOR THE TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS" AND BE INSTALLED IN ACCORDANCE.

INDEX

1	TITLE SHEET
2	GENERAL LAYOUT
3-4	ESTIMATED QUANTITIES
5	STANDARD PLATES & TABULATION INDEX
6	EARTHWORK SUMMARY
7	SOILS AND CONSTRUCTION NOTES
8-10	TABULATIONS
11	UTILITY TABULATIONS
12-17	TYPICAL SECTIONS
18-25	STANDARD PLAN SHEETS
26	MISCELLANEOUS DETAILS
27-33	TRAFFIC CONTROL, DETOUR LAYOUT & TABULATIONS
34-37	ALIGNMENT PLAN & TABULATIONS
38	INPLACE TOPOGRAPHY & UTILITIES
39	REMOVAL PLAN
40	CONSTRUCTION PLAN
41-43	CONSTRUCTION PROFILES
44-45	INTERSECTION DETAILS
46	SUPERELEVATION & CONCRETE PAVING PLAN
47-51	DRAINAGE PLAN & TABULATIONS
52	SWPPP AND WATER RESOURCE NOTES
53	TURF ESTABLISHMENT & EROSION CONTROL PLAN
54-59	STRIPING PLAN, TABULATIONS, & DETAILS
60-73	SIGNING PLAN, TABULATIONS, & DETAILS
74-78	LIGHTING PLAN, TABULATIONS, & DETAILS
79	CROSS SECTION MATCH LINE LAYOUT
80-95	CROSS SECTIONS

THIS PLAN CONTAINS 95 SHEETS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: MICHAEL W. CHRISTIANSON LICENSE # 45492
DATE: 03/20/2009 SIGNATURE: Michael Christianson
DESIGN SQUAD SHAWN BLOCH, LESLIE VAN DRASEK, KELLY BESSER

APPROVED 16 APRIL 2009
CITY OF INVER GROVE HEIGHTS ENGINEER
APPROVED 4/23 2009
DAKOTA COUNTY ENGINEER
RECOMMENDED FOR APPROVAL for 17 April 2009
DISTRICT TRANSPORTATION ENGINEER
RECOMMENDED FOR APPROVAL 4/17 2009
DISTRICT MATERIALS ENGINEER
RECOMMENDED FOR APPROVAL for BN 4/17/ 2009
DISTRICT WATER RESOURCES/HYDRAULICS ENGINEER
RECOMMENDED FOR APPROVAL 4/21/ 2009
DISTRICT TRAFFIC ENGINEER
4/17 2009
For DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE-AID RULES/POLICY
4/17 2009
For APPROVED FOR STATE AID FUNDING: STATE AID ENGINEER

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: LICENSE #
DATE: SIGNATURE:

SCALES

PLAN	100	
PROFILE	100 HORIZONTAL	10 VERTICAL
INDEX MAP	2,500	
GENERAL LAYOUT	200	

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

DESIGN DESIGNATION

Design ESALS	2030 = 5,260,000			
ADT (Current Year)	2009 = 6900	Design Speed 50	MPH	
ADT (Future Year)	2030 = 18,987	Based on Stopping	Sight Distance	
DHV (Design Hr. Vol.)	= 3724	Height of eye 3.5'	Height of object 2.0'	
D (Directional Distr.)	= 50/50 %	Design Speed not achieved at:		
T (Heavy Commercial)	= 5 %	STA.	TO STA.	MPH
R Valve	= 20	STA.	TO STA.	MPH
Functional Class	= MINOR ARTERIAL			
No. of Traffic Lanes	= 2			
No. of Parking Lanes	= 0			
Shoulder Width	= 2' - 10'			
Top Design	= 10			

AGREEMENT NUMBER 94447
CITY OF INVER GROVE HEIGHTS
S.P. 1908-78 (TH 3=334)
METRO DISTRICT

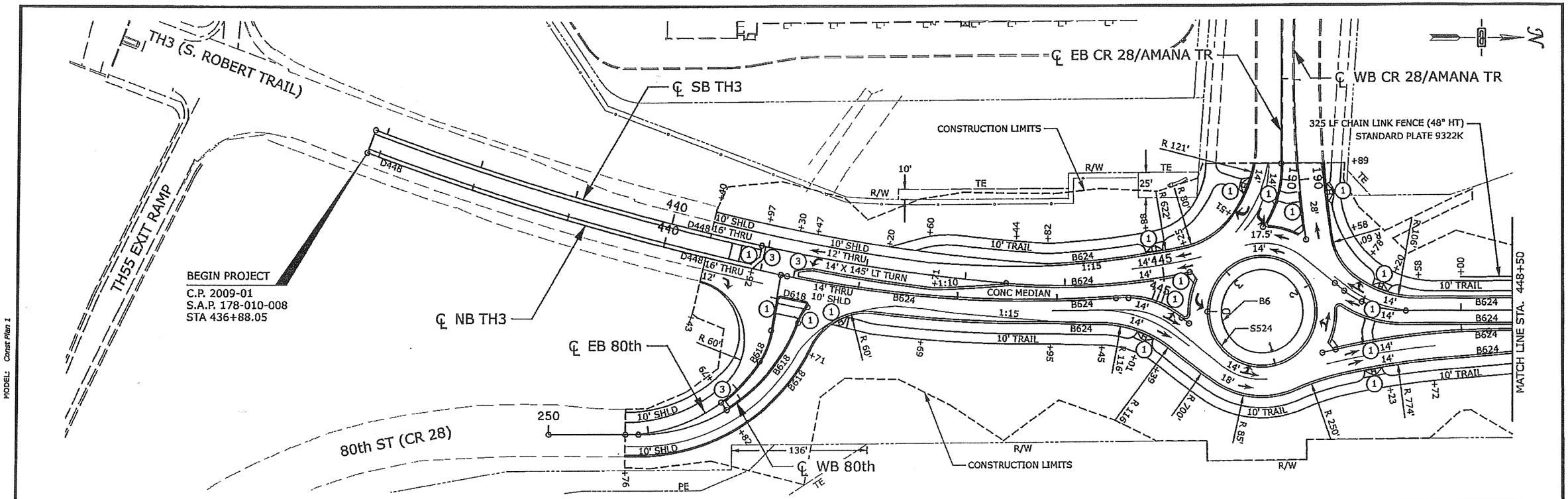
FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL

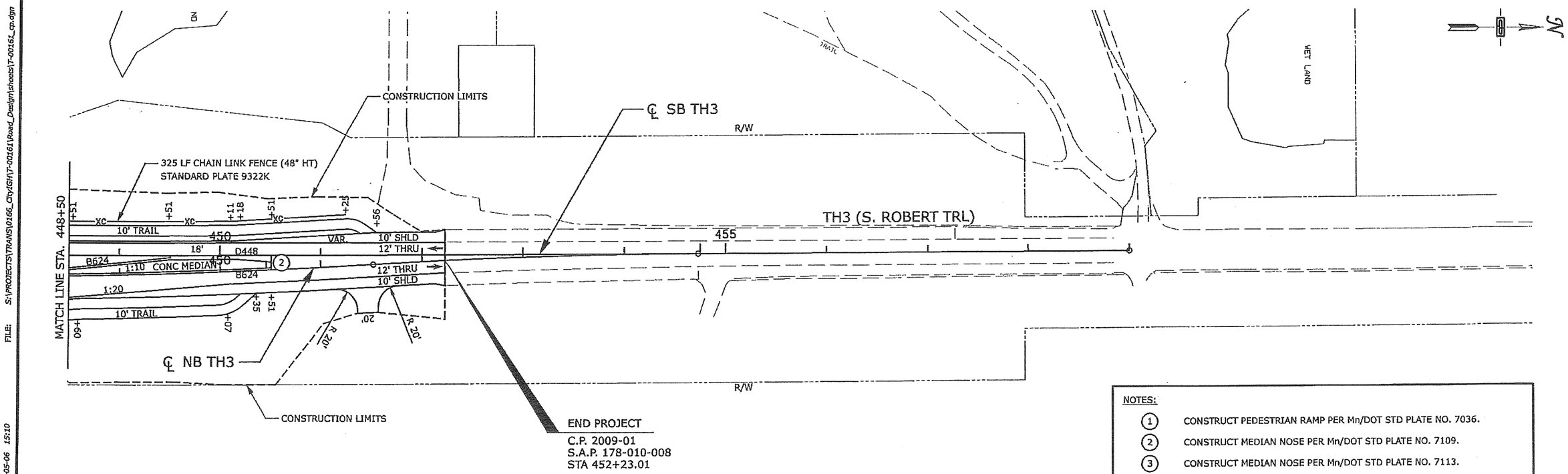
STATE PROJ. NO.	CHARGE IDENTIFIER

PROJECT LOCATION
COUNTIES: DAKOTA

CITY PROJ. NO. 2009-01 STATE PROJ. NO. 1908-78 (TH 3=334) SHEET NO. 1 OF 95 SHEETS

MODEL: MnDOT District
FILE: S:\PROJECTS\TRANS\0166_City\GI\T-00161\Road_Design\sheets\T-00161_sth.dgn
PLOT DATE: 2009-04-16 14:22





NOTES:

1. CONSTRUCT PEDESTRIAN RAMP PER Mn/DOT STD PLATE NO. 7036.
2. CONSTRUCT MEDIAN NOSE PER Mn/DOT STD PLATE NO. 7109.
3. CONSTRUCT MEDIAN NOSE PER Mn/DOT STD PLATE NO. 7113.

REV. NO.	DATE	BY	CHK	DESCRIPTION

SCALE 0 50 100 FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DESIGNED MWC
DRAWN LMV
CHECKED

STONEBROOKE ENGINEERING
305 Stonebrooke Court Shakopee, MN 55379

CONSTRUCTION PLAN

C.P. 2009-01 S.P. 1908-78
TH 3 80th ST & CR 28

SHEET 40 OF 95

PLOT DATE: 2009-05-06 15:10 FILE: S:\PROJECTS\TRANS\0166_ChyIGH\T-00161\Road_Design\sheets\T-00161_cp.dgn PLOT DRIVER: SEI_11x17.plt PEN TABLE: T-00161_planset.tbl USER: mchristenson MODEL: Const Plan 1

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AGREEMENT NUMBER 94447 WITH THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION TO PROVIDE FOR CONTRACT ADMINISTRATION, CONSTRUCTION OVERSIGHT AND MAINTENANCE RESPONSIBILITIES OF THE INTERSECTION IMPROVEMENT CONSTRUCTION AND OTHER ASSOCIATED CONSTRUCTION TO BE PERFORMED UPON, ALONG AND ADJACENT TO TRUNK HIGHWAY NO. 3 FROM 449 FEET SOUTH OF 80TH STREET TO 1086 FEET NORTH OF 80TH STREET WITHIN THE CORPORATE CITY LIMITS UNDER STATE PROJECT NO. 1908-78, STATE AID PROJECT NO. 178-010-008 AND CITY PROJECT NO. 2009-01

RESOLUTION NO. _____

BE IT RESOLVED that the City of Inver Grove Heights enter into an agreement with the State of Minnesota Department of Transportation for the following purposes, to wit:

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

To provide for contract administration, construction oversight and maintenance responsibilities of the intersection improvement construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 3 from 449 feet south of 80th Street to 1086 feet north of 80th Street within the corporate City limits under State Project No. 1908-78, State Aid Project No. 178-010-008 and City Project No. 2009-01

BE IT FURTHER RESOLVED that the Public Works Director and proper City officers be and hereby are authorized to execute such agreement and any amendments, and hereby assume for and on behalf of the City all of the contractual obligations contained therein.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of May 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

PRE-LETTING SERVICES SECTION

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COOPERATIVE CONSTRUCTION
AGREEMENT

Mn/DOT AGREEMENT NO.

94447

S.P. 1908-78 (T.H. 3=334)
S.A.P. 178-010-008
City Project No. 2009-01

The State of Minnesota
Department of Transportation, and
The City of Inver Grove Heights
Re: City construction and maintenance responsibilities related to the intersection improvement construction by the City on T.H. 3

ORIGINAL AMOUNT ENCUMBERED

(None)

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 intersection improvement and roundabout construction and other associated construction upon, along and adjacent to Trunk Highway No. 3 from 449 feet south of Trunk Highway No. 3 and 80th Street to 1086 feet north of Trunk Highway No. 3 and 80th Street within the corporate City limits in accordance with City-prepared plans, specifications and special provisions designated by the City as City Project No. 2009-01 and by the State as State Project No. 1908-78 (T.H. 3=334) and State Aid Project No. 178-010-008; and

WHEREAS, the City contract includes the construction of a roundabout intersection at Trunk Highway No. 3 and Amana Trail; and

WHEREAS, the State and the City have agreed to participate in the maintenance of the intersection improvement construction 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, Construction and Detour

The City shall receive bids and award a construction contract to the lowest responsible bidder, in accordance with State-approved City plans, specifications and special provisions designated by the City as City Project No. 2009-01 and by the State as State Project No. 1908-78 (T.H. 3=334) and State Aid Project No. 178-010-008. 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.

The City shall install detour signing prior to the start of the detour and notify the District State Aid Engineer fourteen days in advance to the start of detouring trunk highway traffic, using lane closure and detour forms provided by the State.

Section B. 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 construction within the trunk highway right-of-way covered under this Agreement shall be open to inspection by the District State Aid Engineer's authorized representative. If the District State Aid Engineer's authorized representative believes the construction within the trunk highway right-of-way is defective or has not been properly constructed, the District State Aid Engineer's authorized representative shall inform the City in writing of those defects and the proper corrections shall be made. The City shall give the District State Aid Engineer at Roseville seven days notice of its intention to start the contract construction.

Responsibility for the control of materials for the construction covered under this Agreement 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 C. 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 District State Aid Engineer's authorized representative, for unavoidable delays encountered in the performance thereof.

Section D. Additional Construction, Plan Changes, Etc.

All changes in the plans, specifications and special provisions for construction within the trunk highway right-of-way covered under this Agreement and all addenda, change orders and supplemental agreements entered into by the City and its contractor for construction within the trunk highway right-of-way covered under this Agreement must be approved in writing by the District State Aid Engineer's authorized representative.

Section E. 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 F. 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.

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.

The City shall submit to the State's Utility Engineer an original permit application for all City-owned utilities to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits shall be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).

ARTICLE II - GENERAL PROVISIONS

Section A. Amana Trail Roadway Jurisdiction

Upon completion of the Amana Trail construction the City shall be the road authority of Amana Trail and shall be responsible for the maintenance of Amana Trail until such time that Dakota County may extend County Road No. 28 west to Trunk Highway No. 55. If Dakota County extends County Road No. 28 along the alignment of Amana Trail, the County and the City shall then decide who will be responsible for the maintenance of Amana Trail and all of its facilities constructed under this construction contract and shall notify the District State Aid Engineer of any maintenance responsibilities transferred from the City to the Dakota County.

Section B. Maintenance by the City

Upon completion of the Amana Trail construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of the roadway and all of the facilities a part thereof, without cost or expense to the State.

Upon completion of the storm sewer facilities construction to be performed within the corporate City limits and outside of the trunk highway right-of-way, under the construction contract, the City shall

provide for the proper routine maintenance of those facilities, without cost or expense to the State. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes, repair of minor erosion problems, and minor 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 City-owned utilities construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of those utilities, without cost or expense to the State.

Upon completion of the walkways construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of the walkways, without cost or expense to the State. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, mowing and any other maintenance activities necessary to perpetuate the walkways in a safe and usable condition.

Upon completion of the trail construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of the trails, without cost or expense to the State. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, mowing, trimming, signing, pavement marking, and any other maintenance activities necessary to perpetuate the trails in a safe and usable condition.

Upon completion of the lighting facilities construction to be performed within the corporate City limits under the construction contract, the City will retain ownership and provide for the proper maintenance of those facilities. Maintenance includes but is not limited to; replacing faulty luminaires and knocked down or otherwise damaged poles; repairing or replacing underground facilities and wiring; repairing service cabinets, photocells, and all other miscellaneous hardware to keep the lighting facilities in working order; cleaning and relamping the luminaires; and painting the lighting facilities. The City will pay all monthly electrical service expenses necessary to operate the lighting facilities. The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole.

Section C. Maintenance by the State

Upon completion of the roundabout and the Trunk Highway No. 3 roadway surface construction to be performed within the corporate City limits under the construction contract, the State shall provide for the proper maintenance of the roadway surfaces, without cost or expense to the City.

Upon completion of the storm sewer facilities construction to be performed within the trunk highway right-of-way under the construction contract, the State shall provide for the proper routine maintenance of those facilities, without cost or expense to the City.

Section D. Striping, Pavement Marking and Landscape Maintenance

Upon satisfactory completion of the pavement marking, signage installation and landscaping to be performed within the corporate City limits under the construction contract, the maintenance responsibilities shall conform with "Exhibit A - Sign Maintenance", "Exhibit B - Pavement Marking Maintenance" and "Exhibit C -

Landscaping Maintenance" which are attached hereto and incorporated into this Agreement.

Section E. Additional Drainage

Neither party to this Agreement shall drain any additional drainage into the storm sewer facilities to be constructed under the construction contract, that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

Section F. Future Responsibilities

Upon completion of the Amana Trail 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 Amana Trail outside of the circle of the roundabout and all of the facilities a part thereof constructed hereunder, without cost or expense to the State.

Section G. 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 contract conclusion.

Section H. 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 I. 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 J. 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 V - 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, (651) 450-2571.

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

CITY OF INVER GROVE HEIGHTS

By _____
Mayor

Date _____

By _____

Title _____

Date _____

OFFICE OF THE ATTORNEY GENERAL
Approved as to form and execution:

By _____

Date _____

DEPARTMENT OF TRANSPORTATION
Recommended for approval:

By _____
District Engineer

Approved:

By _____
State Design Engineer

Date _____

Approved as to form and execution:

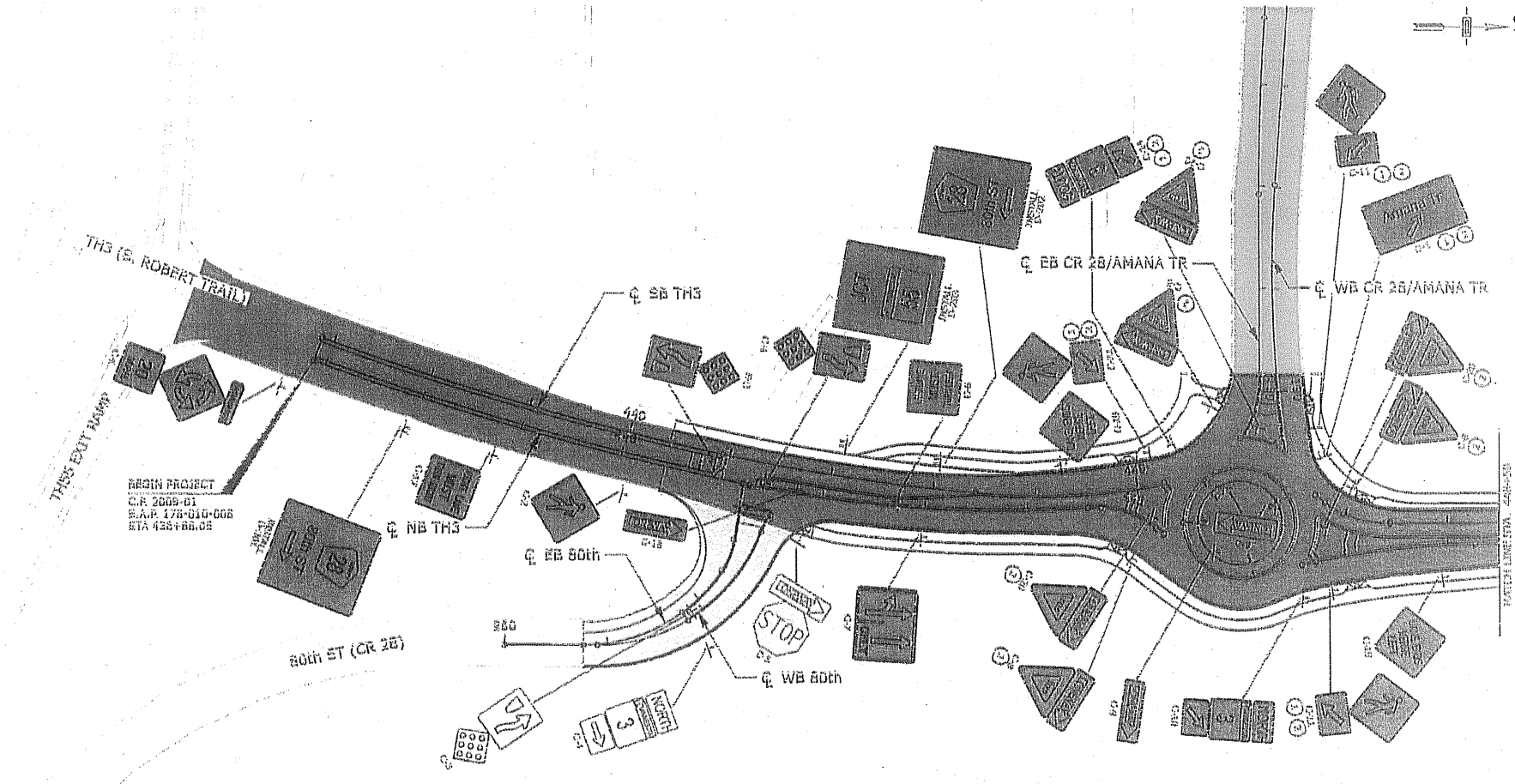
By _____
Contract Management

Date _____

COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By _____

Date _____



NOTES:

PM ALL SIGNS EXCEPT AS NOTED.

1. PLACE SIGNS TO PREVENT BLOCKING EACH OTHER FROM VIEW.
2. ORIENT SIGNS TO BE OPTIMALLY VISIBLE BY DRIVERS.

SIGN MAINTENANCE RESPONSIBILITY LEGEND

- STATE
- EXISTING COUNTY
- CITY

REV NO	DATE	BY	CHK	DESCRIPTION

SCALE FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

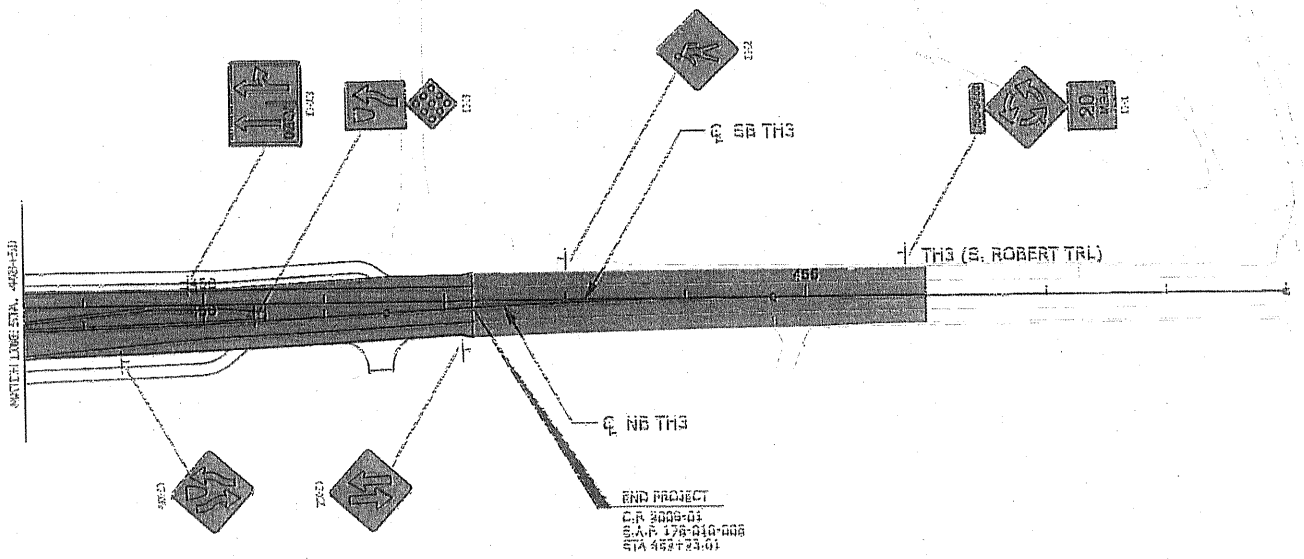
NAME MICHAEL W. CHRISTIANSEN LIC. NO. 46336 DATE 20YY/MM/DD

REVIEWED WN
DRAWN LHJ
DESIGNED TAS

STONEBROOKE ENGINEERING
302 Stonebrooke Court Shakopee, MN 55379

EXHIBIT A - SIGN MAINTENANCE
PROPOSED SIGNING
C.R. 2005-01 S.P. 1908-70
S.A.P. 175-010-005
TH 3, 80th ST, & CR 28

SHEET 1 OF 3



SIGN
MAINTENANCE RESPONSIBILITY
LEGEND

- STATE
- EXISTING COUNTY
- CITY

REV NO.	DATE	BY	CHK	DESCRIPTION

SCALE 0 60 120 FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Michael W. Christenson

MR. MICHAEL W. CHRISTENSON 18437 DATE DECEMBER

DESIGNED WD
DRAWN HW
CHECKED HW
APPROVED TH3

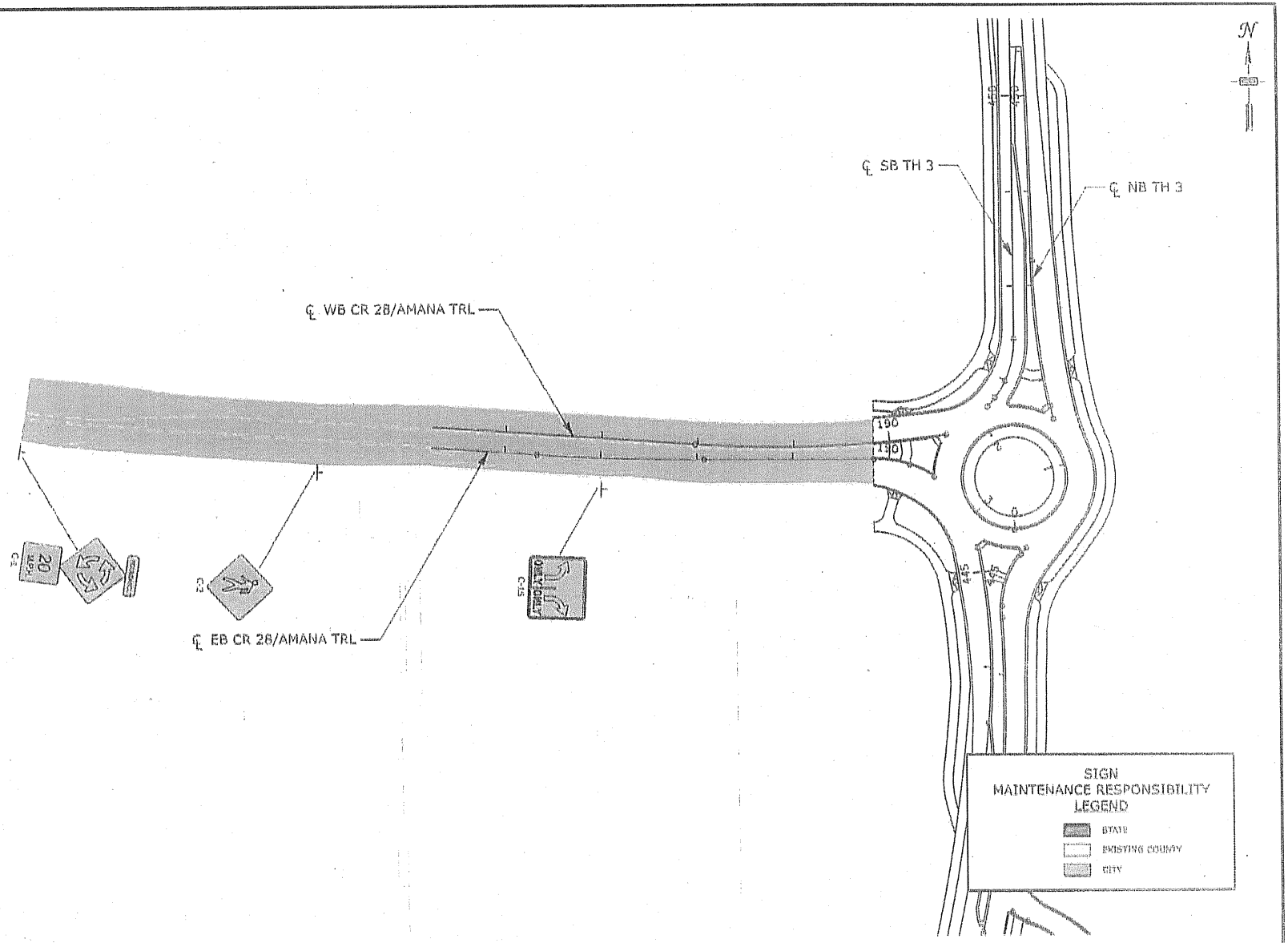
STONEBROOKE ENGINEERING
305 Stonebrooke Court Shakopee, MN 55379

EXHIBIT A - SIGN MAINTENANCE

PROPOSED SIGNING
C.R 3009-01, S.P. 1908-78
S.A.P. 178-010-008

TH 3, 80th ST. & CR 28

SHEET 2 OF 3



REV NO.	DATE	BY	CHK	DESCRIPTION

SCALE 0 50 100 FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MICHAEL W. FURSTENBURG

DESIGNED WH
DRAWN LRV
CHECKED TRA

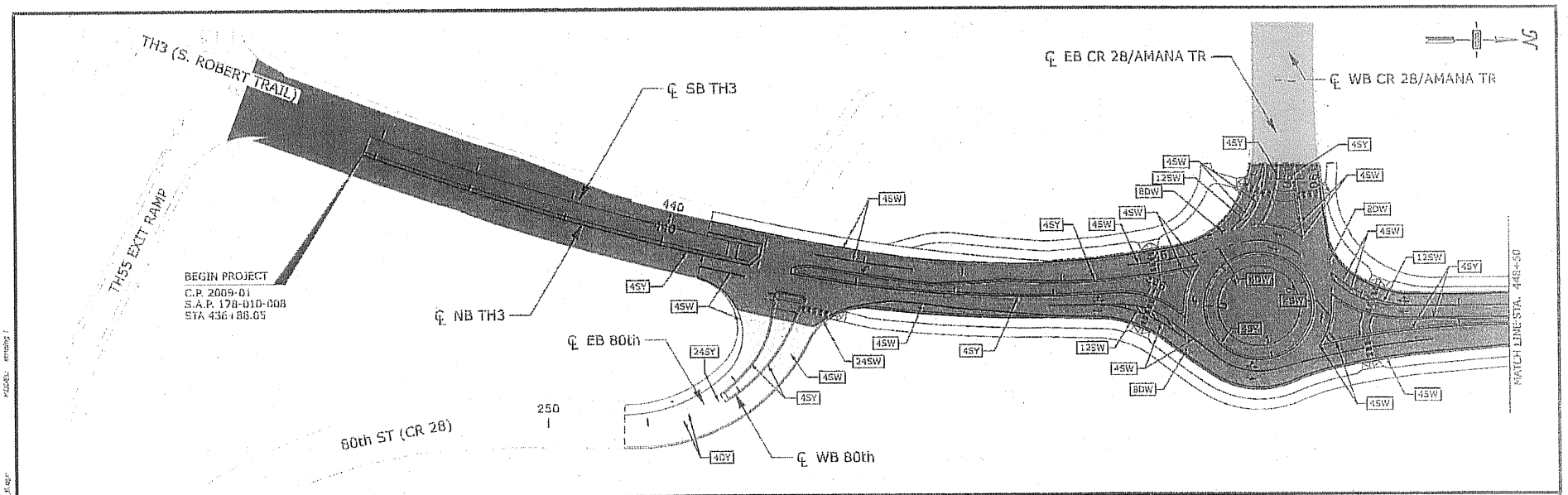
STONEBROOKE ENGINEERING
505 Stonebrooke Court Shakopee, MN 55379

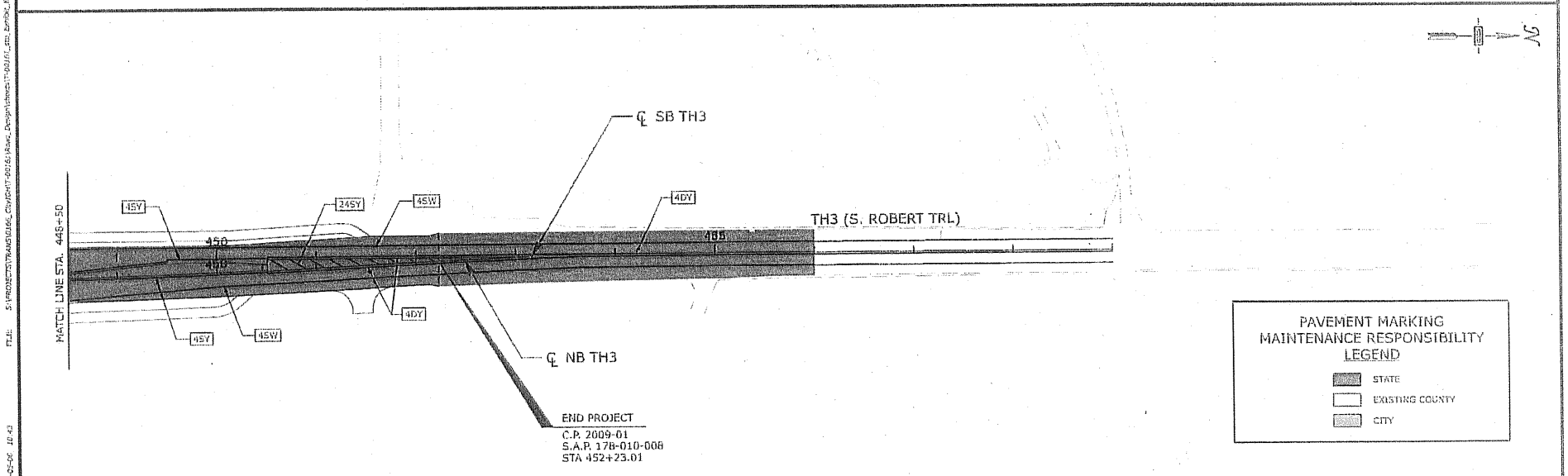
EXHIBIT A - SIGN MAINTENANCE

PROPOSED SIGNING
C.P. 2609-01 S.P. 1008-78
S.A.P. 175-010-008

TH 3, 80th ST. & CR 28

SHEET 3 OF 3





REV NO	DATE	BY	CHK	DESCRIPTION

SCALE 0 50 100 FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MICHAEL W. CHRISTIANSON LIC NO. 45492 DATE 03/20/2009

DESIGNED WH
DRAWN LHV
CHECKED TRA

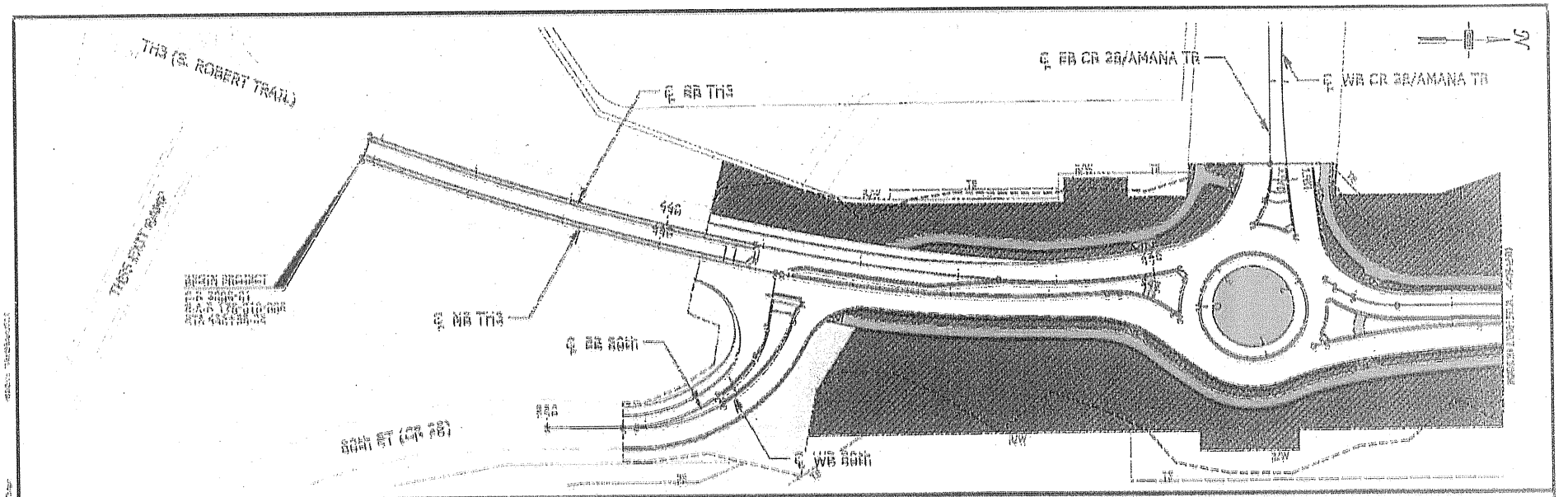
STONEBROOKE ENGINEERING
305 Stonebrooke Court Shakopee, MN 55379

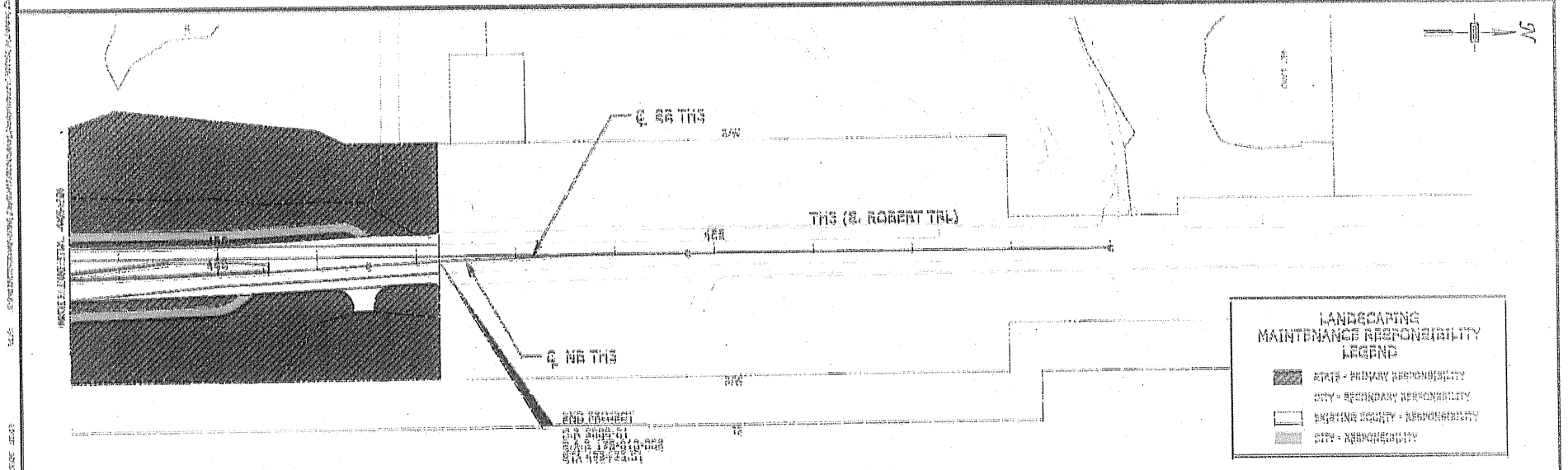
EXHIBIT B - PAVEMENT MARKING MAINTENANCE

C.P. 2009-01 S.P. 1908-78
S.A.P. 178-010-008
TH 3, 80th ST, & CR 28

SHEET 1 OF 1

PLOT DATE: 2009-03-06 10:43





STONEBROOKE ENGINEERING

EXHIBIT C - LANDSCAPING MAINTENANCE

TH 3, 80th ST. & CR 28

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AN AGREEMENT WITH DAKOTA COUNTY FOR INTERSECTION RECONSTRUCTION AND TRAIL CONSTRUCTION AT TRUNK HIGHWAY NO. 3 FROM 449 FEET SOUTH OF 80TH STREET EAST (COUNTY ROAD NO. 28) TO 1086 FEET NORTH OF 80TH STREET EAST WITHIN THE CITY OF INVER GROVE HEIGHTS

WHEREAS, Dakota County has approved the plans for City Project No. 2009-01; and

WHEREAS, an agreement has been prepared which addresses the cost split and the responsibilities for the two governmental agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove Heights enter into an agreement for intersection reconstruction and trail construction at Trunk Highway No. 3 from 449 feet south of 80th Street East (County Road No. 28) to 1086 feet north of 80th Street East within the City of Inver Grove Heights.

BE IT FURTHER RESOLVED that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of May 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CITY OF INVER GROVE HEIGHTS LIMITED USE PERMIT WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION FOR A PEDESTRIAN TRAIL IN THE RIGHT-OF-WAY OF TRUNK HIGHWAY 3 AT AMANA TRAIL (FUTURE DAKOTA COUNTY ROAD 28)

WHEREAS, the City of Inver Grove Heights is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Inver Grove Heights has approved a plan to construct a pedestrian trail in the right-of-way of Trunk Highway 3 to promote the orderly and safe crossing of the highway; and

WHEREAS, the State of Minnesota, Department of Transportation requires a Limited Use Permit for the construction and utilization of said pedestrian trail.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights hereby enters into a Limited Use Permit with the State of Minnesota, Department of Transportation for the following purposes:

1. To construct, operate and maintain a pedestrian trail within the right-of-way of Trunk Highway 3 (TH 3 = 334) of the State of Minnesota at Amana Trail (future Dakota County 28). The City of Inver Grove Heights shall construct, operate and maintain said trail in accordance with the Limited Use Permit granted by the Minnesota Department of Transportation.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council and the Mayor are authorized to execute the Limited Use Permit and any amendments to the Permit.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of May 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 7F

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Receiving Amended Feasibility Report for City Project No. 2009-11 – Concord Boulevard Improvement from 65th Street East to the Corporate Boundary with the City of South St. Paul and Associated City Projects No. 2009-21 and No. 2009-22

Meeting Date: May 26, 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:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Cost-Share Agreement, Special Assessments, Water Fund

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the amended feasibility report for City Project No. 2009-11 – Concord Boulevard Improvement from 65th Street East to the Corporate Boundary with the City of South St. Paul and associated City Projects No. 2009-21 and No. 2009-22.

SUMMARY

The feasibility report has been amended to break City Project No. 2009-11 into three separate projects for funding purposes. The original report funding scenario would not meet the minimum threshold for percent of project costs being assessed (20 percent) under M.S. chapter 429. The amended report uses the same costs, funding sources, and proposed assessment amount. It breaks City Project No. 2009-11 into three projects. City Project No. 2009-11 now includes the street and storm sewer construction at an estimated cost of $560,800 with $306,542 funded from the Pavement Management Fund and $254,258 funded from special assessments. City Project No. 2009-21 includes water main and sewer work at an estimated cost of $740,200 that will be funded from the Water Connection Fund ($725,500) and the Sewer Connection Fund ($14,700). City Project No. 2009-22 includes the decorative street lighting at a cost of $365,400 that will be funded from the Host Community Fund.

Public Works recommends approval of the resolution receiving the amended feasibility report for City Project No. 2009-11 – Concord Boulevard (65th Street East to the Corporate Boundary with the City of South St. Paul) and associated City Projects No. 2009-21 and No. 2009-22.

SDT/kf
Attachments: Amended Feasibility Report (to be provided in Friday packet)
Resolution

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION RECEIVING THE AMENDED FEASIBILITY REPORT FOR CITY PROJECT NO. 2009-11 – CONCORD BOULEVARD IMPROVEMENT FROM 65TH STREET EAST TO THE CORPORATE BOUNDARY WITH THE CITY OF SOUTH ST PAUL AND ASSOCIATED CITY PROJECTS NO. 2009-21 AND NO. 2009-22

WHEREAS, Dakota County and the City of Inver Grove Heights have entered into an agreement to improve Concord Boulevard; and

WHEREAS, Dakota County is the lead agency for these proposed improvements; and

WHEREAS, the improvements are as described below:

Project No.	Improvements
2009-11	**Concord Boulevard from 65th Street East to the Corporate Boundary with the City of South St. Paul** Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, bituminous pavement), concrete curb and gutter removal and replacement, concrete sidewalk installation/replacement/repair, bituminous trail installation, storm sewer, appurtenances and restoration
2009-21	**Concord Boulevard from 65th Street East to the Corporate Boundary with the City of South St. Paul** Water main, valve and hydrant replacement, and sanitary sewer repairs
2009-22	**Concord Boulevard from 65th Street East to the Corporate Boundary with the City of South St. Paul** Street lighting

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to City Project No. 2009-11 – Concord Boulevard Improvement from 65th Street East to the Corporate Boundary with the City of South St. Paul and associated City Projects No. 2009-21 and No. 2009-22.

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

1. Said Amended Feasibility Report is hereby received by the City Council of the City of Inver Grove Heights on May 26, 2009.

2. The City Council will consider the above-mentioned improvements in accordance with the report. The City will assess, or tax, the abutting properties for all or a portion of the cost of the improvements under Project No. 2009-11, pursuant to Chapter 429 of the Minnesota Statutes at an estimated City cost of $560,800 for Project 2009-11.

Adopted by the City Council of Inver Grove Heights this 26th day of May 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 7G

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Land Alteration Permit for WWKM LLC Land Alteration Permit – Permit No. C-089-09

			Fiscal/FTE Impact:
Meeting Date:	May 26, 2009	X	None
Item Type:	Regular		Amount included in current budget
Contact:	Steve Dodge, 651-450-2541		Budget amendment requested
Prepared by:	Steve Dodge, Asst. City Engineer		FTE included in current complement
Reviewed by:	Scott D. Thureen, Public Works Director		New FTE requested – N/A
	SDT		Other

PURPOSE/ACTION REQUESTED

Consider a request for a land alteration permit (LAP) for grading and excavating of material in excess of 10,000 cubic yards on parcel I.D. No. 20-02700-014-50, that 20.09 acre parcel of unplatted land located on the east side of TH 52 and south of the Union Pacific Railway as depicted in the attached location exhibit A. Staff is recommending approval of Phase 1. Phase 2 will be brought to Council for approval when issues relating to the completion of City Projects No. 2008-10 Ravine Ponds and No. 2008-08 TH 52 East Frontage Road are resolved.

SUMMARY

Allen Rechtzigel owned this parcel previously. He obtained the original land alteration permit, LAP No. C-64-00, in 2001 in order to mass grade the site in preparation for future development. The current owner, WWKM LLC, has been operating under the prior land alteration permit. The prior permit has reached expiration. The current owner desires to complete the grading with minor modifications. North of this site is the Union Pacific Railroad and a 17 acre wooded parcel owned by Kenneth Nuorala, with a single family home. East of the site is a 79 acre wooded parcel owned by Allen and Ruth Rechtzigel, with a single family home. The City has a permanent easement over newly constructed storm water ponds in the west portion of this parcel. South of the site is a 50 acre parcel of Scenic and Natural Area (SNA) land owned by the State of Minnesota. The following is a list of the property owners bordering the Krech parcel as described:

Parcel ID No.	Owner	Address
20-02700-010-06	KENNETH NUORALA	3750 102ND ST E
20-02700-010-75	ALLEN M & RUTH ANN RECHTZIGEL	10620 COURTHOUSE BLVD
20-02700-010-52	STATE OF MN	10950 COURTHOUSE BLVD E

The overall grading plan submitted has approximate grading elevations and drainage patterns which fall within the original approved grading plan with the following issues to consider:

Permanent Grading and Drainage: The site as shown will be rough graded to the elevations shown until such time as the site is permanently developed. A grading and drainage plan and the storm water pollution prevention plan (SWPPP) are attached. The grading plan shows that the owner is proposing to continue to fill Phase 1 toward the north and east property lines. Phase 2 would be implemented after Phase 1 is completed. There is existing temporary drainage system which collects water at the top of the graded slopes and carries it to the bottom of the slope in order to minimize erosion. These temporary slope protection measures will need to be adjusted as Phase 1 is completed and incorporated into Phase 2 when it is under filling operations. The permanent grading plan has additional storm pipe added to collect the runoff from the site and send it to a recently constructed 36-inch storm sewer that conveys the water to the newly built Ravine Ponds just east of the property. The owner has provided hydrologic calculations showing a built-in low area for the completed Phase 1 and Phase 2 portions that will store water up to the 100-yr storm. A small amount of overflow water for the 100-yr storm or larger is directed down a reinforced emergency overflow swale to safely convey water and minimize future erosion concerns due to larger storm events or spring runoff. The proposed system is semi-permanent until that time the property is fully developed.

Highway 52 East Frontage Road Project: The east frontage road, if completed in 2009, will be the new access for this site. There will be grading and filling occurring on the west side of Phases 1 and 2 in accordance with existing easements and agreements for the east frontage road. Sewer will also be constructed along the west side of the property in conjunction with the east frontage road project.

Erosion Control and Turf Restoration: The site is acquiring an NPDES Permit which will incorporate temporary and permanent sediment and erosion control plan. The measures to be considered are spelled out in the conclusions and recommendations.

Ravine Ponds: The ponds recently built to the east of this property have been sized to accommodate storm water runoff from this site for Phase 1 and Phase 2. The newly installed 36-inch pipe has been designed to accept storm water from the WWKM LLC site. When this site is developed, the developer will be responsible for pre-treatment of the storm water (i.e. sediments and oils).

Tree Preservation: All tree preservation and replacement requirements have been waived in exchange for granting of easements and land owner cooperation in accordance with the attached agreement associated with the Ravine Ponds and east frontage road projects.

Rechtzigel Driveway: The Rechtzigel's driveway has been mostly completed across the property to maintain access Rechtzigel's Property and the City for maintenance of Ravine Ponds. The driveway access will be adjusted to connect to the east frontage road project at the time of construction.

Wetlands: Currently, there is a question whether a low area located in Phase 2 is a wetland. Phase 2 will need to be brought to Council for approval when issues relating to the completion of City Projects No. 2008-10 Ravine Ponds and No. 2008-08 TH 52 East Frontage Road are resolved.

Haul Routes and Hours of Operation: Highway 52 is the current entrance to the site. The owner will be required to use East Frontage Road as the access when the project is completed. TH 52 and the future east Frontage Road can support the additional truck traffic. The owner will operate between the permitted hours of 7:00 am to 7:00 pm, Monday through Saturday.

Compacted fill: The applicant has noted that fill brought to the site will be clean fill as approved by a geotechnical engineer and in accordance with Section 420 of the City Ordinance and compacted in designated areas in order to prepare it for development and buildings.

Resident Notification: The three adjacent land owners were sent a letter of notification for the Environmental Commission meeting where this permit was considered. Mr. Nuorala attended the meeting and expressed no objections to the permit.

Environment Commission: Environmental commission reviewed the Land Alteration Submittal and heard the presentation from Staff. Mr. Vance Grannis attended the meeting representing the owner. The Environmental Commission recommended approval.

Public Works/Engineering recommends approval of the land alteration permit subject to the standard land alteration permit conditions and in accordance with the following comments and conditions:

1. The long slopes shall be permanently seeded and blanketed in accordance with the SWPPP. Any slopes 3:1 or steeper shall be permanently seeded and blanketed within 7-days of completion. Temporary seeding will be necessary for any temporary stoppage in grading operations in accordance with the SWPPP.

2. Finished grades shall not exceed 4H:1V unless otherwise approved by City Engineer. The proposed grading plan is being recommended for approval with 3:1 slopes shown.

3. The owner may need to incorporate temporary sediment basins until turf is established on certain areas of the site during interim construction as directed or approved by the City Engineer.

4. A pre-construction meeting shall be held at City Hall with the Engineering Division and erosion control shall be installed and inspected by the City Engineer prior to commencing work under this land alteration permit.

5. If needed (within the duration of this permit), supply the City a copy of any written agreement with adjacent landowners to grade on their property.

6. Owner will need to coordinate his grading with the City's contractor in any permanent and temporary easements being acquired through City Projects No. 2008-10 Ravine Ponds and No. 2008-08 TH 52 East Frontage Road.

7. Owner shall closely maintain the erosion and sediment control devices to protect the City and State right-of-way, roads and ditches from construction sediment.

8. Street sweeping on an as needed basis shall be part of the sediment control best management practices for the site.

9. Dust must be controlled to the satisfaction of the City.

10. Tree replacement requirements have been waived in exchange for granting of easements and land owner cooperation in accordance with the attached agreement.

11. A $4,000 cash escrow and $80,000 performance bond shall be provided.

12. Existing and proposed temporary erosion and sediment control devices, interim slope drainage conveyance pipe and systems, and other measures installed may need to be adjusted or modified to address any concentrated storm water flows from off site.

13. Additional requirements may be added at a future date if proposed features do not adequately address drainage and erosion control prior to full turf establishment.

14. The owner is responsible for removal of any sediment from this site that impacts the in-place storm system or downstream ponds (i.e. Ravine Ponds).

15. Hours of operation are restricted to 7:00 am to 7:00 pm Monday through Saturday.

16. Phase 1 is approved. Phase 2 will be brought back to Council for approval when issues relating to the completion of City Projects No. 2008-10 Ravine Ponds and No. 2008-08 TH 52 East Frontage Road are resolved.

17. The applicant must certify that all fill brought to the site will be clean fill as approved by a geotechnical engineer and in accordance with Section 420 of the City Ordinance and compacted in designated areas in order to prepare it for development and buildings.

18. Upon completion of the site grading or land alteration permit, a certified letter and asbuilt grading plan from a registered Engineer or Land Surveyor shall be provided to the City certifying that the site grades are as shown on the approved grading plan.

SWD/kf
Attachments: Land Alteration Permit Application No. C-089-09
Location Map
Proposed Grading Plan
Storm Water Pollution Prevention Plan
City and Landowner Agreements

8150 Barbara Avenue
Inver Grove Heights, MN 55077
(612) 450-2500 • (612) 450-2502 (fax)

Type Council

APPLICATION FOR LAND ALTERATION PERMIT

Date of Application 04/09/09

Excavator

Excavator: WWKM, LLC

Contact Person: Willie Krech

Address: 10195 Inver Grove Trail, Inver Grove Heights, MN 55076

Telephone: 651-451-1384 Fax

Land Owner(s)

Land Owner: Same

Address:

Telephone: Fax

PID No. 20- 02700-014-50

Legal Description Lot Block Addition

See attached Exhibit 1

Section Township

Land Owner: Property Address 10608 Courthouse Blvd.

Address:

Telephone: Fax

PID No. 20-

Legal Description Lot Block Addition

Section Township

Description of Land Being Altered

General Location of Land Being Altered Northerly and Southerly portions of parcel which is located on East side of Highway 52/55. See Exhibit A.

Purpose of Land Alteration Fill and stockpile fill for future use. See attached Exhibit 2.

Value of Work $ unknown Estimated Start Date Immediately

Estimated Completion Date Three to four years

Source and Composition of Fill Various locations all per Section 420 of City Code

Cubic Yards of Fill 100,000 + c.y.

Cubic Yards of Excavation c.y.

Total Volume of Land Alteration = 100,000 + c.y.

Total Area of Land Altered 9.75 Acres

100 - 500 Cubic Yards ..... NO FEE

501 TO 1,000 Cubic Yards $25.00

1,001 to 10,000 Cubic Yards $30.00

10,001 to 100,000 Cubic Yards $75.00
(For the first 10,000 Cubic Yards plus $25.00 for each additional 10,000 Cubic Yards or fraction thereof).

100,001 Cubic Yards or More $300.00
(For the first 100,000 Cubic Yards plus $50,00 for each additional 100,000 Cubic Yards or fraction thereof).

B. Grading Permit Fees

100 - 500 Cubic Yards $25.00

501 to 1,000 Cubic Yards $50.00
(For the first 500 Cubic Yards plus $7.50 for each additional 100 Cubic Yards or fraction thereof).

1,001 to 10,000 Cubic Yards $87.50
(For the first 1,000 Cubic Yards plus $12.50 for each additional 1,000 Cubic Yards or fraction thereof).

10,001 to 100,000 Cubic Yards $200.00
(For the first 10,000 Cubic Yards, plus $16.00 for each additional 10,000 Cubic Yards or fraction thereof).

100,001 Cubic Yards or more $350.00
(For the first 100,000 Cubic Yards, plus $25.00 for each additional 100,000 Cubic Yards or fraction thereof).

A.	**Plan Checking Fee**	$ 300.00
B.	**Grading Permit Fee**	$ 350.00
	Total Fee (A + B)	$ 650.00
	Amount of Bond	$ 80,000.00

Fee paid 4/22/09 KJ

($5,000 per acre, minimum $10,000; Must be submitted upon approval of application, if applicable).

Attachments to Application (The following plans, drawings, calculations, bonds and/or statements are required by the City Engineer).

- ☐ Half-section map or sketch of property showing all adjacent property indicating the existing buildings and/or structures.
- ☐ Grading plan showing existing and proposed finished contours and elevations.
- ☐ Drainage plan showing existing and proposed drainage ways, culverts, storm sewer pipe, drainage structures, stabilization walls, retaining walls, cribbing, dams, or other protective items.
- ☐ Calculations for and approximate quantities of excavation and/or fill required.
- ☐ Signed statement from the property owner accepting responsibility for the operation and granting permission for land alteration/mining operation.
- ☐ Statement to be attached to deed advising of potential need for soil tests prior to any construction on lots where additional fill material has been placed.
- ☐ Sediment and erosion control plan meeting the requirements of the City of Inver Grove Heights City Code 430: Stormwater Management.
- ☐ Conformance with the City of Inver Grove Heights Water Resource Management Plan.
- ☐ Soil borings.
- ☐ Conformance with the City of Inver Grove Heights' Tree Preservation Ordinance.
- ☐ A final use plan, illustrating the ultimate land uses projected for the property.
- ☐ Location and surface type of access roads.
- ☐ Certification of Comprehensive General Liability Insurance.
- ☐ Compaction and/or Soil Density Requirements.
- ☐ Other:_____

Stipulations

1. A surety bond or certified check in the amount of $_____ ($5,000 per acre, minimum $10,000) must be submitted after approval of application and prior to any work. This bond or check is to ensure satisfactory performance and compliance with the below stated stipulations. The surety bond or check shall be kept active until the completion work and/or expiration of permit and can only be released by written notification of the City after a satisfactory final inspection has been performed by the City.

2. All access and street frontage of the land site must be controlled by a fence, a minimum of four (4) feet in height. All entrances must have gates that are capable of being locked.

3. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached).

4. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall be maintained at all times so as not to create a nuisance.

5. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.

6. At end of each season's operations and no later than the last day of December, each year, the site is to be left in a neat and orderly condition, with maximum slopes of 3:1 with no overhang of vertical banks and with a level bottom.

7. Each day, or when required by the City, material from this operation that is found to exist on City streets shall be cleaned to the City's satisfaction by the applicants.

8. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.

9. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.

WWKM, LLC

By :Applicant's Signature Wilfred W. Krech Date 4-14-09

WWKM, LLC

By :Property Owner's Signature Wilfred W. Krech Date 4-14-09

_____ Date_____

Property Owner's Signature

CITY USE ONLY

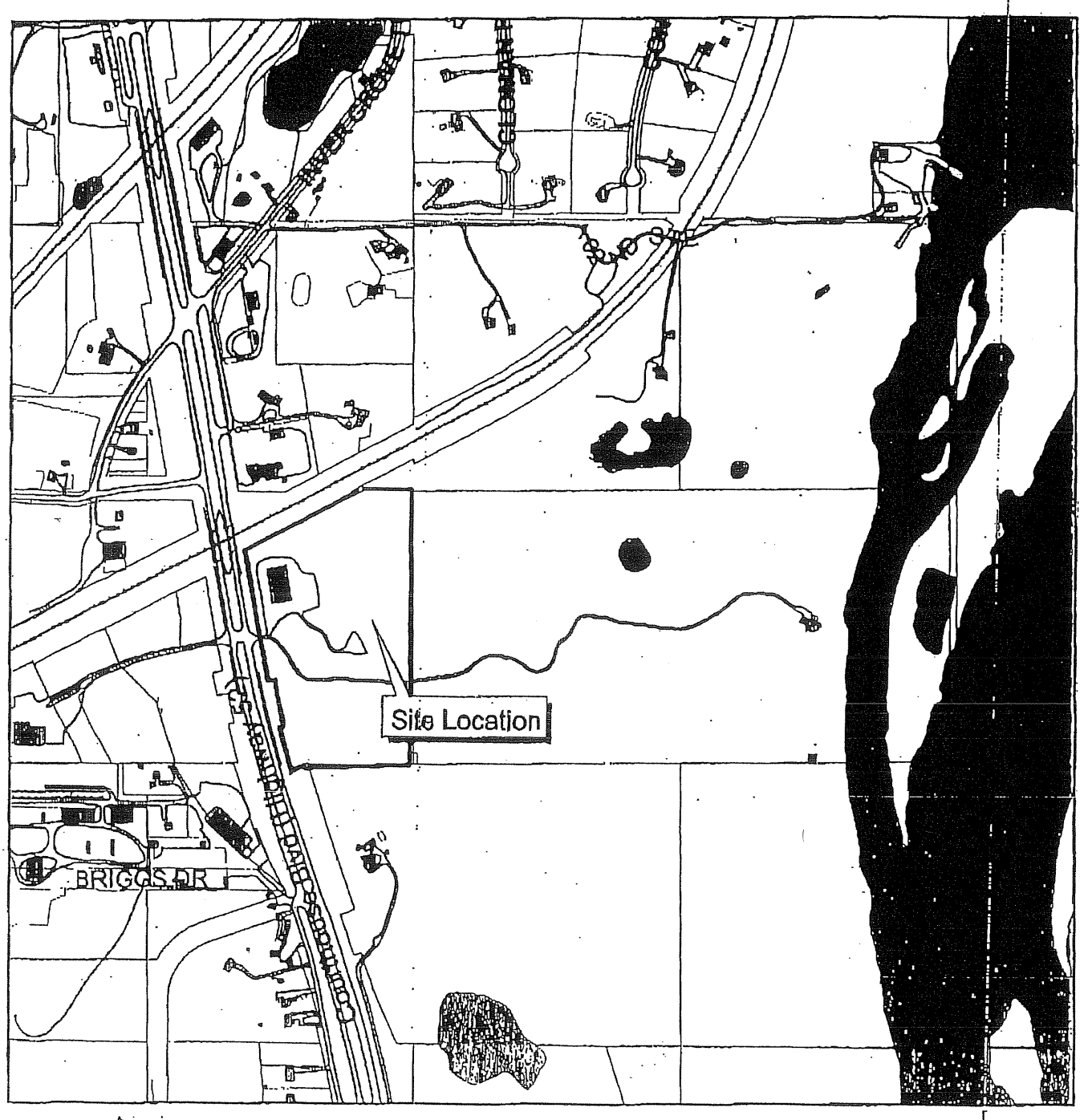
Recommended for Approval ☐ Yes ☐ No By_____ Date_____

Recommended for Approval ☐ Yes ☐ No By City Council Date_____

Bond No. _____ Date Bond Expires_____

Insurance Company_____ Date Insurance Expires_____

Land Alteration Permit - C-64-03
Allen Rechtzigel - 10620 Courthouse Blvd

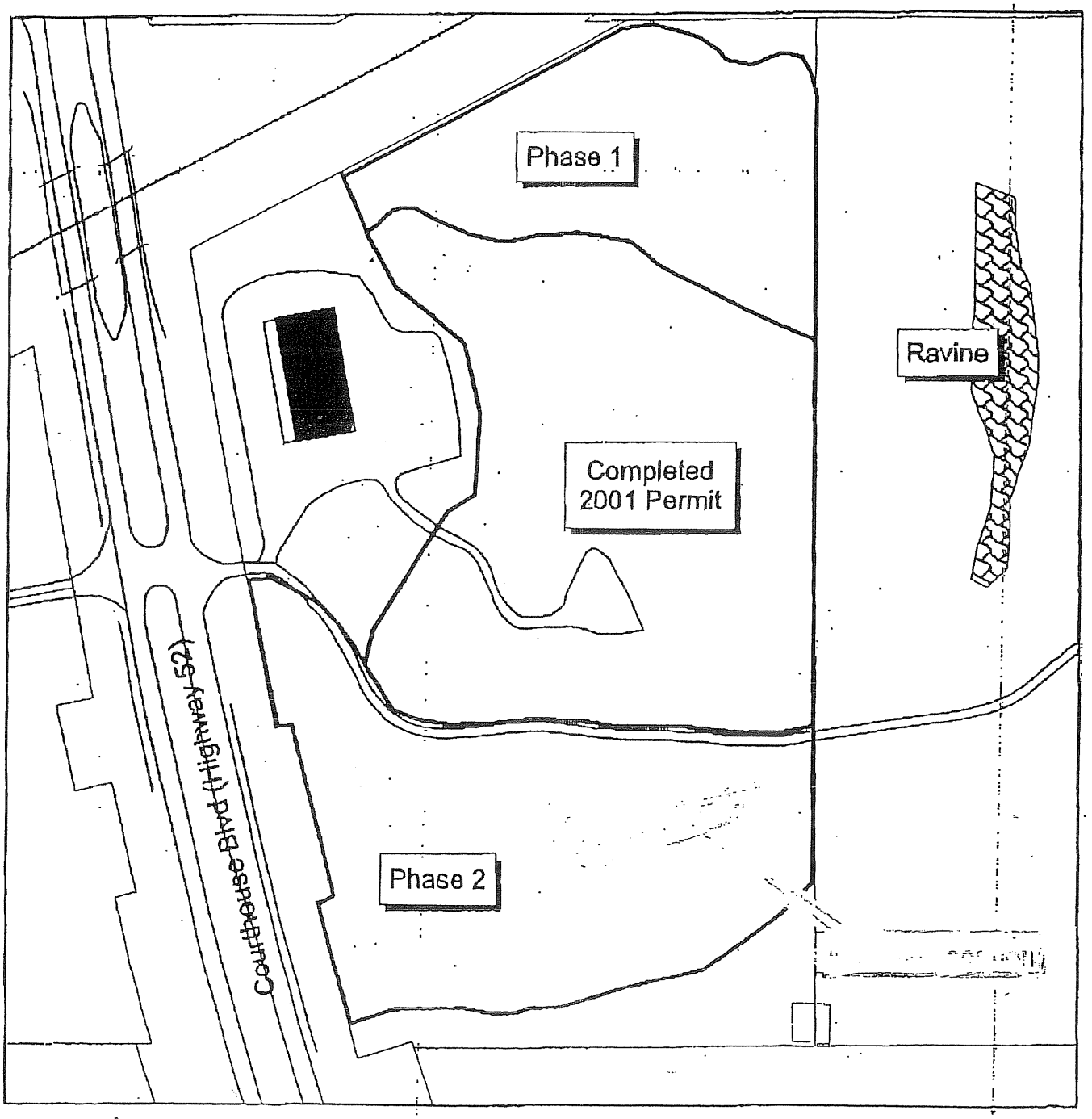


N

Map not to scale

Exhibit A

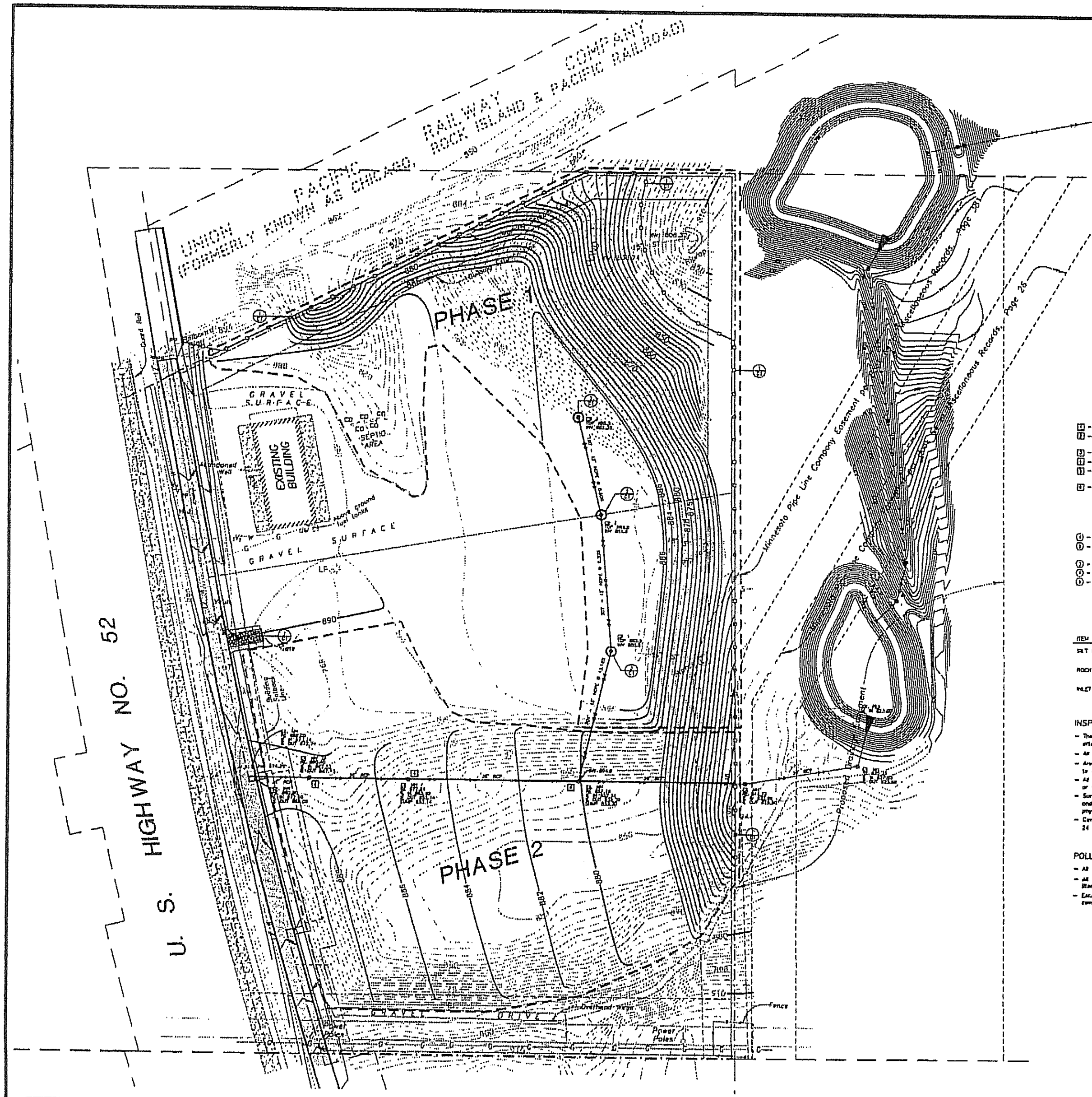
Land Alteration Permit - C-64-03
Allen Rechtzigel - 10620 Courthouse Blvd
Phasing Map for Current Permit

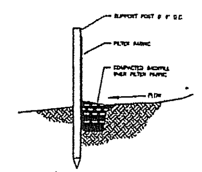


N

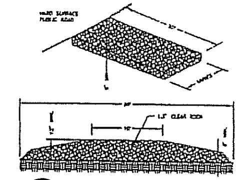
Map not to scale

Exhibit C

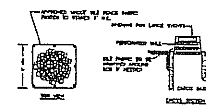




1 / C1 SILT FENCE
NO SCALE



2 / C1 ROCK CONSTRUCTION ENTRANCE
NO SCALE



NOTE: USE THIS TYPE OF INLET PROTECTION BEFORE THE CASTING IS INSTALLED.

3 / C3 INLET PROTECTION (INFRASAFE OR EQUAL)
NO SCALE

GRADING NOTES

1. All elevations shown are to final surfaces.
2. Contractor is responsible for obtaining, if necessary, a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.
3. Grading shall be phased to reduce the amount of disturbed soils.
4. Adjust manholes to match proposed grade.
5. Spring/Summer turf establishment seed shall be MNDOT Mixture 110 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
6. Winter temporary turf establishment seed shall be MNDOT Mixture 100 @ 100 lbs/acre and mulch shall be MNDOT Type 1.

EROSION CONTROL NOTES

1. Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
2. All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
3. Sweep paved public streets as necessary where construction sediment has been deposited.
4. Each area disturbed by construction shall be restored within 7 days of substantial grading in that area.
5. Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.

CONTROL DEVICE OPERATION SCHEDULE

ITEM	INSTALLATION	REMOVAL
SILT FENCE	PRIOR TO ANY CONSTRUCTION	AFTER SITE HAS BEEN RESTORED
ROCK ENTRANCE	PART OF INITIAL GRADING	AFTER SITE HAS BEEN RESTORED
INLET PROTECTION	SAME DAY STRUCTURE IS CONSTRUCTED	AFTER SITE HAS BEEN RESTORED

INSPECTION AND MAINTENANCE

- The site must be inspected once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.
- All inspections and maintenance conducted must be recorded in writing and records retained with the SWPPP.
- Areas of the site that have undergone final stabilization, may have the inspection of these areas reduced to once per month.
- All silt fence must be repaired, replaced, or supplemented within 24 hours when they become nonfunctional or the sediment reaches 1/3 of the height of the fence.
- Surface waters and conveyance systems must be inspected for evidence of sediment being deposited. Removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints.
- Construction site vehicle exit locations must have sediment removed from off-site paved surfaces within 24 hours of discovery.

POLLUTION PREVENTION MANAGEMENT

- All solid waste must be disposed of off-site per the MPCA disposal requirements.
- All hazardous waste must be properly stored with restricted access to storage areas to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA Regulations.
- Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.

LEGEND

- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN
- PROPOSED CONTOUR
- SILT FENCE
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- LOT LINE
- EXISTING WATERMAIN
- EXISTING STORM SEWER
- EXISTING BURIED GAS LINE
- EXISTING CONTOUR
- EXISTING ELEVATION

N

Scale in Feet

Proposed frontage road, gravel drive and contour data along the southerly portion of the site was taken from proposed plans provided by Kimley-Horn and Associates, Inc. This information has not been verified as to its accuracy or completeness by Rehder & Associates, Inc.

Storm sewer information was taken from proposed plans provided by Kimley-Horn and Associates, Inc. This information has not been verified as to its accuracy or completeness by Rehder & Associates, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date ______

Name Nicholas P. Adam Reg. No. 43034

Issued

Rehder and Associates, Inc.
CIVIL ENGINEERS AND LAND SURVEYORS
3440 Federal Drive • Suite 110 • Eagan, Minnesota 55122
Phone 651-452-5051 • Fax 651-452-9797

PROJECT NO.: 061-1319.030 DRAWING FILE: 1319030.DWG

PRELIMINARY

GRADING & SWPPP PLAN
RECHTZIGEL PROPERTY
CITY OF INVER GROVE HEIGHTS

SHEET C1

STORM WATER POLLUTION PREVENTION PLAN

for

Rechtzigel Property

Inver Grove Heights, MN

Prepared for

Total Construction & Equipment, Inc.

4-16-09

TABLE OF CONTENTS

1. INTRODUCTION

2. EXISTING SITE CONDITIONS

3. PROPOSED SITE CONDITIONS

4. STORM WATER POLLUTION PREVENTION DURING CONSTRUCTION

5. STORM WATER POLLUTION PREVENTION AFTER CONSTRUCTION

6. SWPPP RESPONSIBILITIES, INSPECTIONS & MAINTENANCE

7. APPENDIX

   A. SWPPP INSPECTION FORMS
   B. APPLICATION FOR GENERAL STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY
   C. INFORMATION FOR DEALING WITH SPILLS AND RELEASES
   D. GRADING AND EROSION CONTROL PLANS

1. INTRODUCTION

This document presents a Storm Water Pollution Prevention Plan (SWPPP) for grading of the Rechtzigel Property in Inver Grove Heights, Minnesota. The project consists grading and filling of the site in preparation for future development. The site is located on the east side of Hwy 52 opposite Briggs Drive. The proposed development is approximately 9.7 acres.

The project owner is WWKM, LLC, 10195 Inver Grove Trail, Inver Grove Heights, MN 55076.

Prior to construction activity, the SWPPP shall be located in an onsite SWPPP mailbox located at the construction entrance for the site. The construction trailer building shall be the location of the SWPPP throughout the construction activity. One copy of the NPDES permit shall be posted on site at all times throughout the duration of any construction activity. The SWPPP, any changes, inspection and maintenance records shall be kept in these locations at all times during construction and on file with the Owner for three years after submittal of the Notice of Termination.

The SWPPP is prepared in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations as established by the Clean Water Act. The Minnesota Pollution Control Agency, or the party they have assigned as their agent, retains jurisdictional authority for storm water pollution prevention. This report shall be on the site at all times during construction and site grading. The following are presented in this SWPPP:

- Existing site conditions
- Proposed site conditions
- Control measures for storm water pollution prevention during demolition and grading
- Control measures for storm water pollution prevention during track, artificial turf, building and parking lot construction
- Control measures during post construction
- SWPPP inspection and maintenance procedures and forms
- Certifications

2. EXISTING SITE CONDITIONS

The existing site consists of 1 building and a large gravel area for outside storage of equipment. The remaining area is covered by trees and brush. The entire site drains to the east into an existing pond.

3. PROPOSED SITE CONDITIONS

The proposed site will be cleared and to make room for more outside storage and the possibly future buildings. The runoff from the site will continue to drain to the east into an expanded pond constructed by the state.

4. STORM WATER POLLUTION PREVENTION DURING CONSTRUCTION

The following storm water pollution prevention measures are depicted on the plans and shall be implemented prior to construction:

- Install silt fence around the perimeter of areas to be graded as shown on the grading and erosion control plan.
- Construct gravel construction entrance before clearing and grading begins.
- Install inlet protection devices in any catch basins on the site.

The following storm water pollution prevention measures are depicted on the plans and shall be implemented during construction:

- Temporary or permanent drainage ditches must be stabilized within 24 hours of connecting to a surface water.
- Construct sedimentation basins if more than 5 acres of areas is disturbed at one time during grading operations.
- Grading work shall be phased, to the extent possible, to minimize the duration of exposed soil.
- All stockpile material shall be properly contained and protected.
- All sediment tracked on to streets shall be removed within 24 hours of detection.
- All construction material shall be stored in an orderly manner.
- All construction debris shall be contained in dumpsters or roll-off boxes.
- All pollution control measures shall be inspected and repaired as specified in Section 5.
- All chemicals on site shall be kept in sealed containers with their original labeling and Material Safety Data sheets available.
- All appropriate agencies shall be notified of any spill of fuel, oil, or other hazardous chemicals immediately upon detection.
- Any dewatering discharge shall be approved per the local LGU requirements.
- If dust from the construction activity becomes excessive, appropriate measures including, but not limited to, water trucks and/or calcium chloride applications must be applied.
- Place minimum 4 inches of topsoil over areas when grading is complete.
    - All catch basin inlets shall be protected with INFRASAFE catch basin inserts or equal inlet protection.
    - All disturbed areas shall be restored with seed and mulch, erosion control blanket, or sod no later than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- Rock construction entrances shall be installed for lot access. .
- A concrete washout area shall be constructed on site and protected with silt fence or soil diversion berms if concrete is to be poured.
- All BMPs shall be maintained until final lot stabilization.

<u>Non-Storm Water Discharge Management Controls to Reduce Pollution</u>

In the event any of the following non-storm water related discharges occur on the site, they shall be controlled in the following manner:

- Washing of Vehicles: Any vehicle washing with detergents in the site is strictly prohibited. Washing of vehicles with water only is allowed and shall take place in a designated area.

- Water to Control Dust: Any water used for dust control shall be applied in a manner to prevent additional runoff and erosion from the site.
- Water Used to Flush Water Mains and Wash Down Buildings: Any flushing of water mains shall be taken care of in the same manner as hydrant flushing. Any washing of buildings shall be performed in a manner to prevent additional runoff and erosion from the site.
- Uncontaminated Excavated Dewatering: Any dewatering activity shall occur in compliance with General Permit Part IV D. (1) and (2), as well as any requirements per the local LGU.

Post Construction

Final stabilization for the entire site shall occur when all buildings are constructed, all synthetic temporary erosion and sediment control devices are removed, catch basin inlet protection is removed, and vegetation has been established on all disturbed areas. All storm sewer must also be cleaned of sediment to provide the designed storage volume. The Notice of Termination (NOT) will be submitted to the MPCA that will terminate coverage and authorization to discharge storm water under the permit.

5. SWPPP INSPECTIONS

Inspections shall be conducted every seven days or within 24 hours after rainfall exceeding 0.5 inches. During inspection, the forms in Appendix A shall be completed. Attach additional forms as necessary. The following shall be completed during each inspection:

- Record name, date and time of inspection.
- Record rainfall amount if greater than 0.5 inches.
- Inspect the site, including sedimentation ponds for erosion and sedimentation.
- Inspect the site for debris, trash and spills.
- Inspect temporary erosion control measure.
- Inspect sediment control measures.
- Inspect streets at construction entrances for sediment tracking onto public streets.
- Inspect areas which have undergone final stabilization at least once per month and after rain events exceeding 0.5 inches.
- Record recommended repairs and modifications to pollution prevention controls per SWPPP procedures.
- Recommend any necessary changes to this SWPPP.
- Record repairs, modifications implemented since previous inspections.

Key areas identified for inspection, in addition to the above include:

- Inspect sediment control barriers.
- Inspect adjacent streets for sediment, litter, and construction debirs.

The following guidelines shall be used to determine if pollution control devices require maintenance, repair, or replacement:

- All silt fences shall be repaired, replaced, or supplemented when they become nonfunctional, including overtopping/undermining/etc., or the sediment reaches 1/3 of the

height of the fence. All repairs shall be made within 24 hours if discovery, or as soon as field conditions allow access.

- All inlet protection devices shall be cleaned, repaired, or replaced when they become nonfunctional or when the sediment in the device reaches the manufacturer's recommended height for sediment removal. All repairs shall be made within 7 days of discovery, or as soon as field conditions allow access.
- All construction site vehicle entrance locations shall be repaired, replaced, or supplemented when they become nonfunctional, filled with sediment, or allow off-site sediment tracking onto paved surfaces. All repairs shall be made within 7 days of discovery, or as soon as field conditions allow access.
- All sediment escaping the construction site, observed on adjacent streets or other properties, shall be removed within 24 hours of discovery.
- All excessive sediments and debris observed at flared end sections, in storm water ponds, or drainage ditches and conveyance systems shall be removed and stabilized within 7 days of discovery, or as soon as field conditions allow access. The permittee is responsible for contacting all local, regional, state and federal authorities and receiving any applicable permits prior to conducting any work.

Procedure for Amending the SWPPP

Throughout routine inspections and maintenance it may be determined that erosion and sediment control measures are not performing adequately and need to be amended. Furthermore, during inclement weather it may be determined that certain erosion control measures may not be feasible to install and not adequately maintain. The following procedures shall be followed to amend the SWPPP:

- Document the recommended SWPPP modification in the Inspection and Maintenance Log.
- Discuss the recommended SWPPP modification with the Land Development Project Manager, Field Manager, or authorized representative signatory to the SWPPP.
- Discuss the recommended SWPPP modification with the LGU, if applicable.
- If all parties are in agreement with the modification:
  - Red line appropriate changes to the SWPPP and related maps.
  - Date the modification:
  - Initial the red line modification.
  - Implement the red line modification

Inspection and Maintenance Responsibilities

Grading and Construction

During the grading and construction activities, the General Contractor shall assign a designated representative to perform the required inspections. The designated representative shall notify the General Contractor of any necessary maintenance required as a result if an inspection. The General Contractor or the designated representative shall coordinate maintenance and required stabilization during all land development construction activity.

Post Construction

Upon completion of grading all synthetic temporary erosion and sediment control devices are removed, catch basin inlet protection is removed, and vegetation has been established on all disturbed areas the Notice of Termination (NOT) shall be submitted to the MPCA to terminate coverage and authorization to discharge storm water under the permit. The General Contractor shall conduct monthly inspections of established areas until the NOT has been acknowledged and received by the MPCA. Once the NOT has been acknowledged and received, the NOT shall be forwarded to the General Contractor for filing under the NOT tab marker and the SWPPP notebook shall be returned to the Owner for retention in the files for a period of 3 years.

Certifications

The following individuals shall be responsible for overseeing and implementing the SWPPP. All persons are knowledgeable and experienced in the installation, inspection, and maintenance of erosion prevention and sediment control best management practices for construction. All persons shall be responsible for the aforementioned until final stabilization has occurred and the NOT has been filed with the MPCA.

OWNER & OPERATOR OF THE SITE

By: WWKM, LLC
Name: Willie Krech
Title:
Phone: 651-451-1384

REGISTERED PROFESSIONAL ENGINEER

By: Rehder & Associates, Inc.
Name: Nicholas P. Adam, P.E.
Title: Professional Engineer
Phone: 651-452-5051

GENERAL CONTRACTOR

By: Total Construction & Equipment, Inc.
Name: Willie Krech
Title:
Phone: 651-451-1384

GENERAL CONTRACTOR APPOINTED REPRESENTATIVE

By: _____
Name: _____
Title: _____
Phone: _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 08-228

A RESOLUTION APPROVING A PERMANENT DRAINAGE EASEMENT AND PERMANENT ACCESS EASEMENT THROUGH EXISTING UTILITY EASEMENT AND PERMANENT ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND WWKM,LLC RELATING TO RAVINE PONDS IMPROVEMENT, CITY PROJECT NO. 2008-10

WHEREAS, under a Cooperative Construction Agreement with the State of Minnesota Department of Transportation the City intends to construct the Ravine Ponds Improvement, City Project 2008-10 (the Project).

WHEREAS, the City needs to obtain various easement rights for the Project.

WHEREAS, the City has negotiated with the landowner, WWKM, LLC, for the acquisition of such easement rights.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council approves the attached Permanent Drainage Easement and Permanent Access Easement Through Existing Utility Easement and Permanent Access Easement and Temporary Construction Easement between the City of Inver Grove Heights and WWKM, LLC relating to Ravine Ponds Improvement, City Project No. 2008-10.

2. The Mayor and Deputy City Clerk are authorized to execute the attached Permanent Drainage Easement and Permanent Access Easement Through Existing Utility Easement and Permanent Access Easement and Temporary Construction Easement between the City of Inver Grove Heights and WWKM, LLC relating to Ravine Ponds Improvement, City Project No. 2008-10.

Passed this 13th day of October, 2008.

George Tourville

George Tourville, Mayor

ATTEST:

Melissa R. Rheaume

Melissa Rheaume, Deputy Clerk

L:\CLIENTS\810\81000\09017\Documents\Resolution approving WWKM,LLC Easement.doc

PERMANENT DRAINAGE EASEMENT

AND

PERMANENT ACCESS EASEMENT THROUGH EXISTING UTILITY EASEMENT

AND

PERMANENT ACCESS EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this _____ day of October, 2008, between **WWKM, LLC**, a Minnesota limited liability company, hereinafter referred to as "Landowner" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit 1** (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 utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and storm water ponding, drainage, collection and control facilities** (hereinafter "Permanent Drainage Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit No. 2** and depicted on **Exhibit No. 3**, (hereinafter the "Permanent Drainage Easement Area") attached hereto and incorporated herein by reference; and

2.) **A permanent easement through the existing utility easement for pedestrian trail purposes and also for access, ingress and egress and driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces** (hereinafter "Permanent Access Easement Through Existing Utility Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit No. 2** and depicted on **Exhibit No. 3**, (hereinafter the "Permanent Access Easement Through Existing Utility Easement Area") attached hereto and incorporated herein by reference; and

3.) **A permanent easement for access, ingress and egress and driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces** (hereinafter "Permanent Access Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit No. 2** and depicted on **Exhibit No. 3**, (hereinafter the "Permanent Access Easement Area") attached hereto and incorporated herein by reference; and

4.) **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 No. 2** and depicted on **Exhibit No. 3**, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on December 31, 2010.

The Permanent Drainage Easement rights granted herein pursuant to paragraph 1 above are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any storm water ponds, storm water collection facilities, storm water control improvements, sanitary sewer, storm sewer, water mains, 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 Drainage Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, designees, agents and servants:

a.) to enter upon the Permanent Drainage 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 Drainage 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 Drainage 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 Drainage Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Drainage 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.

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 No. 1 and has good right to grant and convey the easements herein to the City.

The City agrees that at the City's expense, the City, by December 31, 2009, will install an eight-inch diameter sanitary sewer stub to the Landowner's Property line, install a sanitary manhole at the Landowner's Property line and install an eight-inch diameter water main stub to the Landowner's Property line as part of Southern Sanitary Sewer System Improvement, City Project No. 2003-03.

The City agrees that if City Project No. 2008-11 is ordered and constructed, then the City, at City's expense, will install two (2) additional sanitary sewer stubs and two (2) additional water sewer stubs to the Landowner's Property line and the Landowner shall reimburse the City for the cost of furnishing and installing the sanitary sewer service manhole that was installed with Project No. 2003-03.

As part of City Project 2008-10, the City, at the City's expense, will do the following by December 31, 2009:

a. size and install storm sewer in the easement to allow connection of private storm sewer for the Landowner's Property;
b. adjust the location of the two (2) storm sewer manholes located in the easement to position them as close as possible to the east and the west Landowner's Property lines; and
c. size and construct the storm water ponds on the Rechtzigel and Nuorala parcels to meet the stormwater needs of the Landowner's Property for its ultimate development condition.

Landowner currently has an easement on the Rechtzigel Property for stormwater purposes. Upon execution of this Easement between the City and Landowner, the Landowner will deliver to an escrow agent (mutually agreeable to City and Landowner) a release of the stormwater easement that Landowner holds on the Rechtzigel Property. Upon completion of the work identified above relating to City Project 2008-10, Landowner and City agree that the escrow agent shall deliver the recordable release to the City and the release shall thereafter be recorded by the City with the result that Landowner's easement on the Rechtzigel property for stormwater purposes is thereby released.

The City will relocate the Rechtzigel driveway from its current location on the Landowner's Property to the location shown on sheets 11 and 12 of 31 in the plan set for Ravine Ponds Improvement, City Project No. 2008-10, dated July 11, 2008. Upon execution of this Easement between City and Landowner, the City will obtain from Rechtzigel a release of the Rechtzigel driveway easement on the Landowner's Property; such release will be delivered to an escrow agent (mutually agreeable to the City and Rechtzigel) and upon completion of the relocation of the Rechtzigel driveway, the City will cause the release to be recorded.

Regarding Landowner's Property, the City waives any Tree Preservation Ordinance fees due for removal of trees associated with the grading of the site per the grading plan associated with Land Alteration Permit No. C-064-03.

Upon execution of the this Easement between the City and Landowner, the Landowner shall deliver to Rechtzigel a recordable release whereby Landowner releases Rechtizgel from any obligations of Rechtzigel in connection with the March 14, 2006, Purchase Agreement between Rechtzigel and WWKM, LLC relating to past or future tree removal on Landowner's Property and relating to obligations under the City's Tree Preservation Ordinance with respect to Landowner's Property and with respect to any obligations of Rechtzigel contained in the Purchase Agreement relating to the grading, erosion control or construction of stormwater ponds and other stormwater facilities on the Rechtzigel property for the benefit of Landowner.

The City agrees that the City, at its expense, shall repair and restore any damage to Landowner's Property caused by or occurring during the City's maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area. The City's obligation hereunder to repair and restore damage to Landowner's Property shall only require repair and restoration to the same or substantially similar condition of Landowner's Property prior to the City's maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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

_____

Notary Public

LANDOWNER
WWKM, LLC

By: _____
Wilfred Krech
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared Wilfred Krech to me personally known, who being by me duly sworn, did say that he is the Chief Manager of **WWKM, LLC**, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Wilfred Krech acknowledged said instrument to be the free act and deed of the entity.

_____
Notary Public

This instrument was drafted by:
Public Works Department
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2500

After recording, please return to:
Public Works Department
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2500

EXHIBIT NO. 1
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

That part of the North Half of the Southwest Quarter of Section 27, Township 27, Range 22, lying easterly of the following described line:

Commencing at the Northeast corner of said North Half of the Southwest Quarter; thence South 89 degrees 53 minutes 24 seconds West (assumed bearing) along the North line thereof a distance of 952.71 feet to the point of beginning of line to be described; thence South 9 degrees 47 minutes 00 seconds East a distance of 666.98 feet; thence Southeasterly along a tangential curve to the left, central angle of 6 degrees 50 minutes 38 seconds, Radius of 5729.58 feet, a distance of 684.39 feet to the South line of said North Half of the Southwest Quarter and said line there terminating. Dakota County, Minnesota.

Except Railroad right-of-way. Subject to highway easement and other easements of record.

(the "Landowner's Property").

EXHIBIT NO. 2
LEGAL DESCRIPTION OF EASEMENT AREAS

PERMANENT DRAINAGE EASEMENT AREA

A permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and storm water ponding, drainage, collection and control facilities and all such purposes ancillary, incident or related thereto, over, under, across, through and upon a 30 foot wide strip of land over and across that part of the Landowner's Property lying 30 feet northerly of the following described line:

Commencing at the southeast corner of said North Half of the Southwest Quarter; thence north along the east line of said North Half of the Southwest Quarter a distance of 393.57 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence North 89 degrees 52 minutes 37 seconds West a distance of 681.02 feet to the easterly right-of-way for Highway No. 52 as depicted on Minnesota Department of Transportation Right of Way Plat 19-149 and there terminating. The north line of said 30 foot strip to be extended or shortened to said highway right-of-way and said east line of said North Half of the Southwest Quarter.

(The "Permanent Drainage Easement Area"). The Permanent Drainage Easement Area contains 20,525.39 Sq. Ft., 0.47 acres more or less.

PERMANENT ACCESS EASEMENT THROUGH EXISTING UTILITY EASEMENT AREA

Together with:

A permanent easement through the existing utility easement for access, ingress and egress and driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces over, under, across, through and upon a 20 foot wide strip of land over and across that part of the above described Landowner's Property being 20 feet southeasterly of the following described line:

Commencing at the southeast corner of said North Half of the Southwest Quarter; thence north along the east line of said North Half of the Southwest Quarter a distance of 280.03 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence South 30 degrees 11 minutes 14 seconds West a distance of 68.15 feet; thence along a tangential curve to the left, central angle of 4 degrees 57 minutes 52 seconds, Radius of 110.00 feet, a distance of 9.53 feet; thence South 25 degrees 13 minutes 21 seconds West a distance of 38.69 feet; thence along a tangential curve to the right, central angle of 26 degrees 23 minutes 05 seconds, Radius of 40.00 feet, a distance of 18.42 feet; said strip to terminate at the westerly line of a 66 foot wide pipeline easement granted to Minnesota Pipe Line Company as recorded in Book 64 of Miscellaneous Records on page 381.

AND,

A permanent easement through the existing utility easement for pedestrian trail purposes and also for access, ingress and egress and driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces over, under, across, through and upon the south 87.5 feet of the Landowner's Property excepting therefrom that part lying northerly of the following described line:

Beginning at a point 180.50 feet westerly along the north line of the south 87.5 feet from the northeast corner thereof; thence South 74 degrees 47 minutes 26 seconds West a distance of 64.59 feet; thence along a tangential curve to the right, central angle of 15 degrees 58 minutes 03 seconds, Radius of 90.00 feet, a distance of 25.08 feet; thence North 89 degrees 14 minutes 32 seconds West a distance of 315.13 feet; thence along a tangential curve to the left, central angle of 13 degrees 27 minutes 45 seconds, Radius of 60.00 feet, a distance of 14.10 feet to the easterly right-of-way for Highway No. 52 as depicted on Minnesota Department of Transportation Right of Way Plat 19-149 and there terminating.

(The "Permanent Access Easement Through Existing Utility Easement Area" includes both such easements described above). The Permanent Access Easement Through Existing Utility Easement Area contains 46,961.74 Sq. Ft., 1.08 acres more or less.

PERMANENT ACCESS EASEMENT AREA

Together with:

A permanent easement for access, ingress and egress and driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces over, under, across, through and upon a 20 foot wide strip of land over and across that part of the above described Landowner's Property being 20 feet southeasterly of the following described line:

Commencing at the southeast corner of said North Half of the Southwest Quarter; thence north along the east line of said North Half of the Southwest Quarter a distance of 280.03 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence South 30 degrees 11 minutes 14 seconds West a distance of 68.15 feet; thence along a tangential curve to the left, central angle of 4 degrees 57 minutes 52 seconds, Radius of 110.00 feet, a distance of 9.53 feet; thence South 25 degrees 13 minutes 21 seconds West a distance of 38.69 feet; thence along a tangential curve to the right, central angle of 26 degrees 23 minutes 05 seconds, Radius of 40.00 feet, a distance of 18.42 feet; said strip to begin at the westerly line of a 66 foot wide pipeline easement granted to Minnesota Pipe Line Company as recorded in Book 64 of Miscellaneous Records on page 381; thence South 51 degrees 36 minutes 26 seconds West a distance of 14.89 feet; thence along a tangential curve to the left, central angle of 10 degrees 35 minutes 02 seconds, Radius of 210.85 feet, a distance of 38.95 feet; thence South 41 degrees 01 minutes 24 seconds West a distance of 20.82 feet; thence along a tangential curve to the right, central angle of 33 degrees 46 minutes 02 seconds, Radius of 40.00 feet, a distance of 23.57 feet; thence South 74 degrees 47 minutes 26 seconds West a distance of 44.17 feet to the north line of the south 87.5 feet and there terminating.

(The "Permanent Access Easement Area"). The Permanent Access Easement Area contains 2,545.07 Sq. Ft., 0.06 acres more or less.

TEMPORARY EASEMENT AREA

Together with:

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon an 80 foot wide strip of land over and across that part of the Landowner's Property being 65 feet northerly and 15 feet southerly of the following described line:

Commencing at the southeast corner of said North Half of the Southwest Quarter; thence north along the east line of said North Half of the Southwest Quarter a distance of 393.57 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence North 89 degrees 52 minutes 37 seconds West a distance of 681.02 feet to the easterly right-of-way for Highway No. 52 as depicted on Minnesota Department of Transportation Right of Way Plat 19-149 and there terminating, excepting therefrom the above described Permanent Drainage Easement Area. The lines of said 80 foot strip to be extended or shortened to said highway right-of-way and said east line of said North Half of the Southwest Quarter.

AND,

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that part of the Landowner's Property bounded by the following described line:

Commencing at the southeast corner of said North Half of the Southwest Quarter; thence north along the east line of said North Half of the Southwest Quarter a distance of 220.87 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence South 30 degrees 11 minutes 14 seconds West a distance of 17.16 feet; thence on a tangential curve to the left, central angle of 4 degrees 57 minutes 52 seconds, Radius of 80.00 feet, a distance of 6.93 feet; thence South 25 degrees 13 minutes 21 seconds West a distance of 38.69 feet; thence on a tangential curve to the right, central angle of 26 degrees 23 minutes 05 seconds, Radius of 70.00 feet, a distance of 32.23 feet; thence South 51 degrees 36 minutes 26 seconds West a distance of 1.67 feet, to the westerly line of a 66 foot wide pipeline easement granted to Minnesota Pipe Line Company as recorded in Book 64 of Miscellaneous Records on page 381; thence South 1 degree 56 minutes 56 seconds East along said westerly line a distance of 51.32 feet to the north line of the south 87.5 feet; thence North 89 degrees 57 minutes 36 seconds

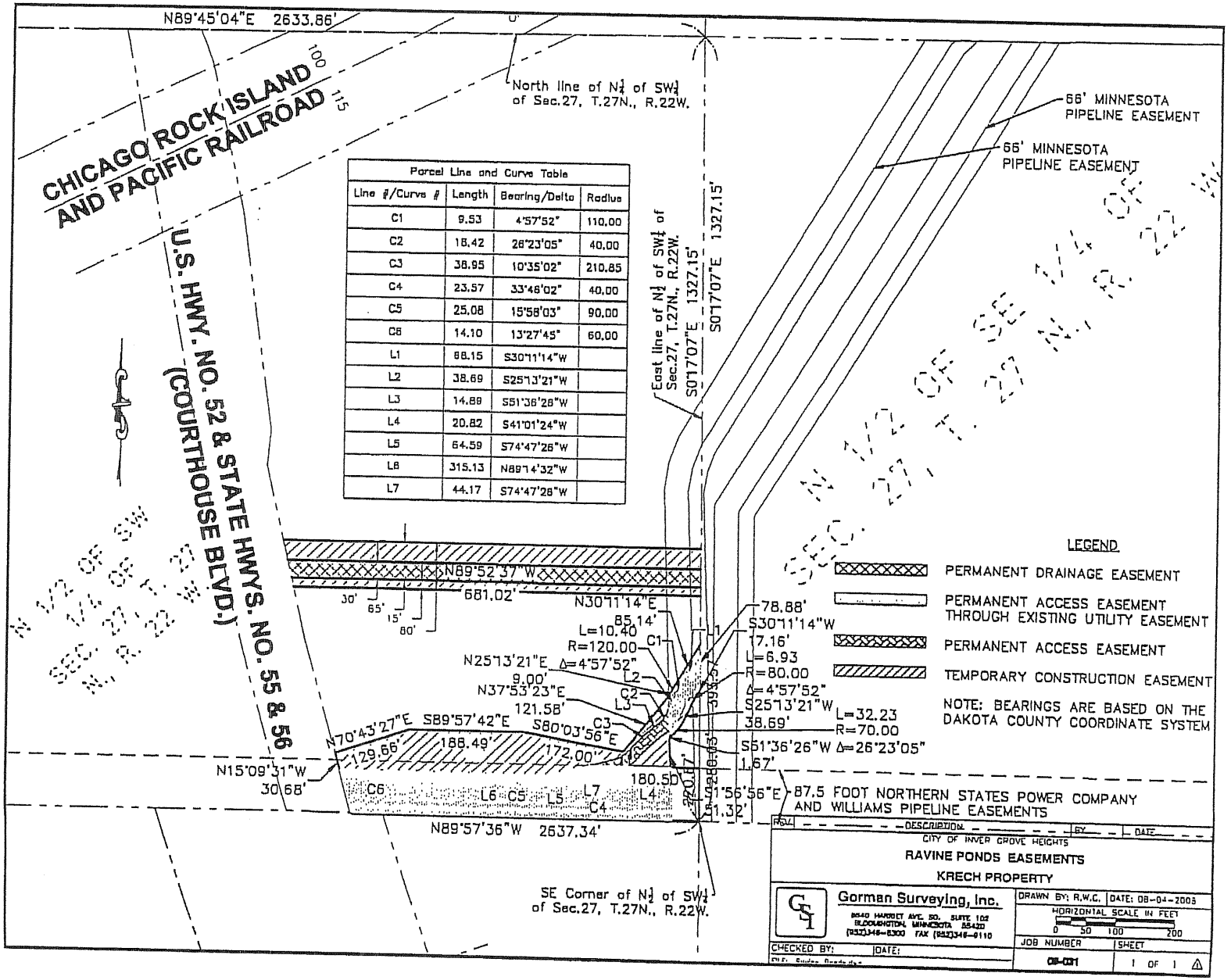
West along said north line a distance of 180.50 feet; thence South 74 degrees 47 minutes 26 seconds West a distance of 64.59 feet; thence along a tangential curve to the right, central angle of 15 degrees 58 minutes 03 seconds, Radius of 90.00 feet, a distance of 25.08 feet; thence North 89 degrees 14 minutes 32 seconds West a distance of 315.13 feet; thence along a tangential curve to the left, central angle of 13 degrees 27 minutes 45 seconds, Radius of 60.00 feet, a distance of 14.10 feet to the easterly right-of-way for Highway No. 52 as depicted on Minnesota Department of Transportation Right of Way Plat 19-149; thence North 15 degrees 09 minutes 31 seconds West along said right-of-way 30.68 feet; thence North 70 degrees 43 minutes 27 seconds East a distance of 129.66 feet; thence South 89 degrees 57 minutes 42 seconds East a distance of 188.49 feet; thence South 80 degrees 03 minutes 56 seconds East a distance of 172.00 feet; thence North 37 degrees 53 minutes 23 seconds East a distance of 121.58 feet; thence North 25 degrees 13 minutes 21 seconds East a distance of 9.00; thence along a tangential curve to the right, central angle of 4 degrees 57 minutes 52 seconds, Radius of 120.00 feet, a distance of 10.40 feet; thence North 30 degrees 11 minutes 14 seconds East a distance of 85.14 to the east line of said North Half of the Southwest Quarter; thence south along said east line a distance of 78.88 feet to the point of beginning, excepting therefrom the above described Permanent Access Easement Area and Permanent Access Easement Through Existing Utility Easement Area.

Said Temporary Easements shall expire on December 31, 2010.

(The "Temporary Easement Area" includes both Temporary Easements described above.) The Temporary Easement Area contains 67,796.25 Sq. Ft., 1.56 acres more or less.

EXHIBIT NO. 3

DEPICTION OF PERMANENT DRAINAGE EASEMENT AREA, PERMANENT ACCESS EASEMENT THROUGH EXISTING UTILITY EASEMENT AREA, PERMANENT ACCESS EASEMENT AREA AND TEMPORARY EASEMENT AREA



Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C1	9.53	4°57'52"	110.00
C2	18.42	26°23'05"	40.00
C3	38.95	10°35'02"	210.85
C4	23.57	33°46'02"	40.00
C5	25.08	15°58'03"	90.00
C6	14.10	13°27'45"	60.00
L1	88.15	S30°11'14"W	
L2	38.69	S25°13'21"W	
L3	14.89	S51°36'26"W	
L4	20.82	S41°01'24"W	
L5	64.59	S74°47'26"W	
L6	315.13	N89°14'32"W	
L7	44.17	S74°47'26"W	

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
□STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. ERICKSON
ROBIN M. HENNIX
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919 - 2005

ROLLING H. CRAWFORD
RETIRED

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

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz and Jay P. Karlovich, City Attorneys**
DATE: **May 26, 2009**
RE: **Southern Sanitary Sewer Improvements, City Project No. 2003-03 – Assessment Appeals / Compromise Agreements for the Dismissal of Assessment Appeal re William Krech and Kevin Krech Dakota County District Court File No. 19HA-CV-08-2440**

Section 1. **Background.** The City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03. On May 27, 2008, the City held an assessment hearing and levied a $30,325.65 special assessment against property owned by William Krech and Kevin Krech. The property owners appealed the City's special assessment by filing an assessment appeal action in Dakota County District Court (District Court File No. 19HA-CV-08-2440).

After negotiations between the property owners and the City to settle the assessment appeal action, the City and the property owner have agreed to enter into a Compromise Agreement intended to resolve the dispute between the parties arising from the assessment appeal.

The purpose of the Compromise Agreement is to memorialize the covenants and agreements between the City and William Krech and Kevin Krech in connection with the filing of District Court File No. 19HA-CV-08-2440.

The salient terms of the Compromise Agreement between the City and William Krech and Kevin Krech are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $30,325.65 assessment against the property by a reduction amount of $1,516.29 (representing a five percent (5%) reduction of the assessed amount).

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if William Krech and Kevin Krech had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $30,325.65 special assessment that will be collected with the payable 2009 property taxes.
- The City and William Krech and Kevin Krech agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2440 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

Section 2. **Council Action.** The Council is asked to consider the following at the May 26, 2009, City Council meeting:

1. Attached resolution approving the Compromise Agreement between the City and William Krech and Kevin Krech for the Dismissal of the Assessment Appeal related to Dakota County District Court File No. 19HA-CV-08-2440, together with the Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2440.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 09- _____

RESOLUTION APPROVING A COMPROMISE AGREEMENT, SETTLEMENT STIPULATION, ORDER AND JUDGMENT BETWEEN WILLIAM KRECH AND KEVIN KRECH AND THE CITY OF INVER GROVE HEIGHTS RELATING TO CITY PROJECT 2003-03 AND RELATING TO DAKOTA COUNTY DISTRICT COURT FILE NO. 19HA-CV-08-2440

WHEREAS, William Krech and Kevin Krech, married persons, (hereinafter collectively referred to as "Property Owner") own real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID #20-76951-010-01 ("Krech Property").

WHEREAS, the Feasibility Report for City Project 2003-03 (the "Project") proposed to specially assess the Krech Property $30,325.65 pursuant to the Preliminary Assessment Roll contained in the report as Appendix C.

WHEREAS, on May 27, 2008, the Council approved Resolution 08-115 adopting the Final Assessment Roll for City Project 2003-03.

WHEREAS, on said Final Assessment Roll included a $30,325.65 assessment against the Krech Property.

WHEREAS, Property Owner appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-08-2440.

WHEREAS, Property Owner has executed a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2440.

WHEREAS, the salient terms of the Compromise Agreement between the City and Property Owner are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $30,325.65 assessment against the Krech Property by a reduction amount of $1,516.29 (representing a five percent (5%) reduction of the assessed amount).
- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Property Owner had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $30,325.65 special assessment that will be collected with the payable 2009 property taxes.

Court File No. 19HA-CV-08-2440 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

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

1. The Council hereby approves the attached Compromise Agreement between William Krech and Kevin Krech and the City of Inver Grove Heights.

2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2440.

3. The Mayor and Deputy City Clerk are authorized to execute the attached Compromise Agreement between William Krech and Kevin Krech and the City of Inver Grove Heights, and to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2440.

4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2440.

5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-08-2440.

Passed this 26th day of May, 2009.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _____, 2009 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and William W. Krech and Adriana Krech, husband and wife, and Kevin J. Krech and Alison Krech, husband and wife, (hereinafter collectively the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-76951-010-01 (hereinafter legally described and defined as the "Property"); and

WHEREAS, the City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03 (the "Project");

WHEREAS, on May 27, 2008, the City held an assessment hearing and levied a $30,325.65 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-08-2440; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2440.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2440.

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-08-2440.

Section 1.04 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2440.

(b) Agreement Date: The date written in the first paragraph of the Agreement.

(c) Assessment Levy Amount: The amount of the City's original assessment levy against the Property for the Project improvements in the amount of $30,325.65.

(d) Assessment Principal Reduction Amount: An assessment principal amount that the City agrees to pay to resolve Property Owner's assessment appeal. The assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made a principal payment

principal payment to the City. The agreed upon Assessment Principal Reduction Amount to resolve District Court File No. 19HA-CV-08-2440 is a five percent (5%) reduction in the Assessment Levy Amount which equals $1,516.29.

(e) City: The City of Inver Grove Heights, a Minnesota municipal corporation.

(f) Project: The City's Southern Sanitary Sewer Improvements, City Project No. 2003-03.

(g) Property: Real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-76951-010-01 and legally described as follows:

Lot 1, Block 1, Total Construction Second Addition, according to the recorded plat thereof, Dakota County, Minnesota.

(h) Property Owner: William W. Krech and Adriana Krech, husband and wife, and Kevin J. Krech and Alison Krech, husband and wife.

(i) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-08-2440.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

(a) City Reduction of Property Assessment Principal Balance: On May 27, 2008, the City passed Resolution No. 08-115 which approved the Assessment Levy Amount of $30,325.65 against the Property for the Project improvements. The City agrees that the City shall reduce the remaining principal balance of said assessment against the Property by the Assessment Principal Reduction Amount of $1,516.29 (representing an five percent (5%) reduction of the Assessment Levy Amount). This assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City. Said assessment principal reduction shall be effectuated by the City within thirty (30) days following the Inver Grove Heights City Council approval of this Agreement.

Said principal reduction shall not affect or reduce the first installment of principal and any accrued interest due and payable on the $30,325.65 special assessment

acknowledges and agrees that said principal reduction will be treated by Dakota County as if the Property Owner made a partial principal payment to reduce the principal balance of the assessment.

Section 3.02 **Covenants and Agreements of the Property Owner.** Property Owner covenants and agrees with the City that:

(a) Title: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement.

(b) Settlement Stipulation: Property Owner hereby agrees that Property Owner's authorized representatives shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit A. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon City Reduction of Property Assessment Principal Balance reflected above in Section 3.01(a); and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the District Court.

(c) Property Owner Payment of Assessment Levy Amount less Assessment Principal Reduction Amount: Property Owner hereby agrees to pay the Assessment Levy Amount and any accrued interest less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. City Resolution No. 08-115 approved the Assessment Levy Amount of $30,325.65 against the Property with interest accruing from July 1, 2009 at a rate of 6.25%. Property Owner acknowledges and agrees that the City's payment/certification of the Assessment Principal Reduction Amount shall not affect or reduce the first installment of principal and accrued interest due and payable on the $30,325.65 special assessment that will be collected with the payable 2009 property taxes. Property Owner acknowledges and agrees that the benefit of the City's payment/certification of the Assessment Principal Reduction Amount shall be first reflected in the reduced assessment principal and accrued interest calculated by Dakota County and collected with the payable 2010 property taxes.

(d) Assessment Waiver: Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Assessment Levy Amount and any accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. The Property Owner also hereby waives any and all procedural and substantive objections to the City's special assessment of the

Property for Project improvement pursuant to City Resolution No. 08-115, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Levy Amount and all accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City exceeds the benefit to the Property for the Project.

ARTICLE 4
GENERAL PROVISIONS

Section 4.01 **Non-Assignability.** Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 **Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 **Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.06 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 4.08 **Captions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 4.09 **Recording.** This Agreement may be recorded by the City with the County Recorder and/or Registrar of Titles.

Section 4.10 **Governmental Immunity.** 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 Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

The balance of this page is intentionally left blank.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

Property Owner:

William W. Krech

Adriana Krech

Kevin J. Krech

Alison Krech

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14 day of May, 2009, before me a Notary Public within and for said County, personally appeared William W. Krech and Adriana Krech, husband and wife.

DEIDRE A. BACKES
NOTARY PUBLIC · MINNESOTA
My Commission Expires Jan. 31, 2014

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14 day of May, 2009, before me a Notary Public within and for said County, personally appeared Kevin J. Krech and Alison Krech, husband and wife.

DEIDRE A. BACKES
NOTARY PUBLIC · MINNESOTA
My Commission Expires Jan. 31, 2014

Notary Public

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 the Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

81000.09012/docs. Agreement for Rule 408 Compromise and Dismissal of Assessment Appeal, April 28, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2440

Exhibit A

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2440

William Krech and Kevin Krech,

Appellants,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 207695101001)
Case Type: Special Assessment Appeal

WHEREAS, Appellants and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

WHEREAS, Appellants and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellants and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANTS

GRANNIS & HAUGE, P.A.

By:_____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, April 28, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2440

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2440

William Krech and Kevin Krech,

Appellants,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 207695101001)
Case Type: Special Assessment Appeal

WHEREAS, Appellants and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

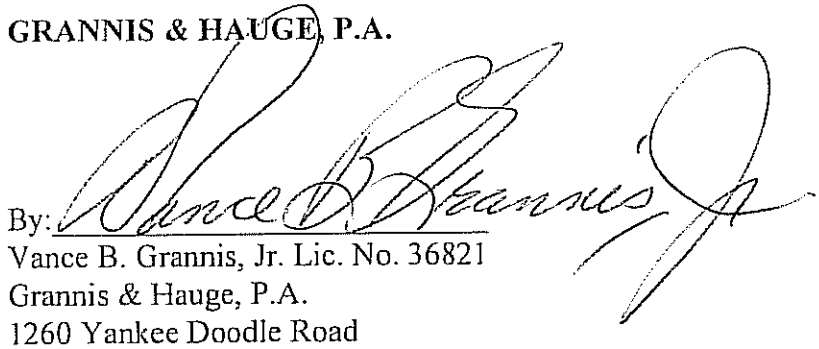
WHEREAS, Appellants and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellants and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANTS

GRANNIS & HAUGE, P.A.



By:_____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, April 28, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2440

LEVANDER,
GILLEN &
MILLER, P.A.

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◦STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. ERICKSON
ROBIN M. HENNIX
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919 - 2005

ROLLING H. CRAWFORD
RETIRED

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◦ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz and Jay P. Karlovich, City Attorneys**
DATE: **May 26, 2009**
RE: **Southern Sanitary Sewer Improvements, City Project No. 2003-03 – Assessment Appeals / Compromise Agreements for the Dismissal of Assessment Appeal re Wilfred Krech and Mary Krech Dakota County District Court File No. 19HA-CV-08-2441**

Section 1. **Background.** The City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03. On May 27, 2008, the City held an assessment hearing and levied a $10,673.80 special assessment against property owned by Wilfred Krech and Mary Krech. The property owners appealed the City's special assessment by filing an assessment appeal action in Dakota County District Court (District Court File No. 19HA-CV-08-2441).

After negotiations between the property owners and the City to settle the assessment appeal action, the City and the property owner have agreed to enter into a Compromise Agreement intended to resolve the dispute between the parties arising from the assessment appeal.

The purpose of the Compromise Agreement is to memorialize the covenants and agreements between the City and Wilfred Krech and Mary Krech in connection with the filing of District Court File No. 19HA-CV-08-2441.

The salient terms of the Compromise Agreement between the City and Wilfred Krech and Mary Krech are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $10,673.80 assessment against the property by a reduction amount of $533.69 (representing a five percent (5%) reduction of the assessed amount).

- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Wilfred Krech and Mary Krech had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $10,673.80 special assessment that will be collected with the payable 2009 property taxes.
- The City and Wilfred Krech and Mary Krech agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2441 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

Section 2. **Council Action.** The Council is asked to consider the following at the May 26, 2009, City Council meeting:

1. Attached resolution approving the Compromise Agreement between the City and Wilfred Krech and Mary Krech for the Dismissal of the Assessment Appeal related to Dakota County District Court File No. 19HA-CV-08-2441, together with the Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2441.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 09- _____

RESOLUTION APPROVING A COMPROMISE AGREEMENT, SETTLEMENT STIPULATION, ORDER AND JUDGMENT BETWEEN WILFRED KRECH AND MARY KRECH AND THE CITY OF INVER GROVE HEIGHTS RELATING TO CITY PROJECT 2003-03 AND RELATING TO DAKOTA COUNTY DISTRICT COURT FILE NO. 19HA-CV-08-2441

WHEREAS, Wilfred Krech and Mary Krech, (hereinafter collectively referred to as "Property Owner") own real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID #20-76950-022-01 ("Krech Property").

WHEREAS, the Feasibility Report for City Project 2003-03 (the "Project") proposed to specially assess the Krech Property $10,673.80 pursuant to the Preliminary Assessment Roll contained in the report as Appendix C.

WHEREAS, on May 27, 2008, the Council approved Resolution 08-115 adopting the Final Assessment Roll for City Project 2003-03.

WHEREAS, on said Final Assessment Roll included a $10,673.80 assessment against the Krech Property.

WHEREAS, Property Owner appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-08-2441.

WHEREAS, Property Owner has executed a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2441.

WHEREAS, the salient terms of the Compromise Agreement between the City and Property Owner are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $10,673.80 assessment against the Krech Property by a reduction amount of $533.69 (representing a five percent (5%) reduction of the assessed amount).
- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Property Owner had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $10,673.80 special assessment that will be collected with the payable 2009 property taxes.

- The City and Property Owner agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2441 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

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

1. The Council hereby approves the attached Compromise Agreement between Wilfred Krech and Mary Krech and the City of Inver Grove Heights.

2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2441.

3. The Mayor and Deputy City Clerk are authorized to execute the attached Compromise Agreement between Wilfred Krech and Mary Krech and the City of Inver Grove Heights, and to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2441.

4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2441.

5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-08-2441.

Passed this 26th day of May, 2009.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _____, 2009 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and Wilfred W. Krech and Mary C. Krech, husband and wife (hereinafter collectively the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-76950-022-01 (hereinafter legally described and defined as the "Property"); and

WHEREAS, the City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03 (the "Project");

WHEREAS, on May 27, 2008, the City held an assessment hearing and levied a $10,673.80 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-08-2441; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2441.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2441.

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-08-2441.

Section 1.04 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2441.

(b) Agreement Date: The date written in the first paragraph of the Agreement.

(c) Assessment Levy Amount: The amount of the City's original assessment levy against the Property for the Project improvements in the amount of $10,673.80.

(d) Assessment Principal Reduction Amount: An assessment principal amount that the City agrees to pay to resolve Property Owner's assessment appeal. The assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made a principal payment

to the City. The agreed upon Assessment Principal Reduction Amount to resolve District Court File No. 19HA-CV-08-2441 is a five percent (5%) reduction in the Assessment Levy Amount which equals $533.69.

(e) City: The City of Inver Grove Heights, a Minnesota municipal corporation.

(f) Project: The City's Southern Sanitary Sewer Improvements, City Project No. 2003-03.

(g) Property: Real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-76950-022-01 and legally described as follows:

Lot 2, Block 1, Total Construction Addition, except that part thereof described as follows: Beginning at the northeast corner of said Lot 2; thence South 16 degrees 50 minutes 49 seconds East, along the east line of said Lot 2, a distance of 233.31 feet; thence North 45 degrees 20 minutes 22 seconds West, a distance of 259.41 feet to the northerly line of said Lot 2; thence northeasterly, along said northerly line, to the point of beginning, according to the recorded plat thereof, Dakota County, Minnesota.

(h) Property Owner: Wilfred W. Krech and Mary C. Krech, husband and wife.

(i) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-08-2441.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

(a) City Reduction of Property Assessment Principal Balance: On May 27, 2008, the City passed Resolution No. 08-115 which approved the Assessment Levy Amount of $10,673.80 against the Property for the Project improvements. The City agrees that the City shall reduce the remaining principal balance of said assessment against the Property by the Assessment Principal Reduction Amount of $533.69 (representing an five percent (5%) reduction of the Assessment Levy Amount). This assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City. Said assessment principal reduction shall be effectuated by the City within thirty (30) days following the Inver Grove Heights City Council approval of this Agreement.

Said principal reduction shall not affect or reduce the first installment of principal and any accrued interest due and payable on the $10,673.80 special assessment that will be collected with the payable 2009 property taxes. The Property Owner acknowledges and agrees that said principal reduction will be treated by Dakota County as if the Property Owner made a partial principal payment to reduce the principal balance of the assessment.

Section 3.02 **Covenants and Agreements of the Property Owner.** Property Owner covenants and agrees with the City that:

(a) Title: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement.

(b) Settlement Stipulation: Property Owner hereby agrees that Property Owner's authorized representatives shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit A. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon City Reduction of Property Assessment Principal Balance reflected above in Section 3.01(a); and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the District Court.

(c) Property Owner Payment of Assessment Levy Amount less Assessment Principal Reduction Amount: Property Owner hereby agrees to pay the Assessment Levy Amount and any accrued interest less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. City Resolution No. 08-115 approved the Assessment Levy Amount of $10,673.80 against the Property with interest accruing from July 1, 2009 at a rate of 6.25%. Property Owner acknowledges and agrees that the City's payment/certification of the Assessment Principal Reduction Amount shall not affect or reduce the first installment of principal and accrued interest due and payable on the $10,673.80 special assessment that will be collected with the payable 2009 property taxes. Property Owner acknowledges and agrees that the benefit of the City's payment/certification of the Assessment Principal Reduction Amount shall be first reflected in the reduced assessment principal and accrued interest calculated by Dakota County and collected with the payable 2010 property taxes.

(d) Assessment Waiver: Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the

Assessment Levy Amount and any accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. The Property Owner also hereby waives any and all procedural and substantive objections to the City's special assessment of the Property for Project improvement pursuant to City Resolution No. 08-115, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Levy Amount and all accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City exceeds the benefit to the Property for the Project.

ARTICLE 4
GENERAL PROVISIONS

Section 4.01 **Non-Assignability.** Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 **Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 **Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.06 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 4.08 **Captions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or

section of this Agreement.

Section 4.09 **Recording.** This Agreement may be recorded by the City with the County Recorder and/or Registrar of Titles.

Section 4.10 **Governmental Immunity.** 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 Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

The balance of this page is intentionally left blank.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

Property Owner:

Wilfred W. Krech

Mary C. Krech

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of May, 2009, before me a Notary Public within and for said County, personally appeared Wilfred W. Krech and Mary C. Krech, a husband and wife.

VANCE B. GRANNIS JR.
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Notary Public

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 the Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

81000.09012/docs. Agreement for Rule 408 Compromise and Dismissal of Assessment Appeal, April 29, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2441

Exhibit A

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2441

Wilfred Krech and Mary Krech,

Appellants,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 207695002201)
Case Type: Special Assessment Appeal

WHEREAS, Appellants and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

WHEREAS, Appellants and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellants and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANTS

GRANNIS & HAUGE, P.A.

By:_____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, April 29, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2441

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2441

Wilfred Krech and Mary Krech,

Appellants,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 207695002201)
Case Type: Special Assessment Appeal

WHEREAS, Appellants and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

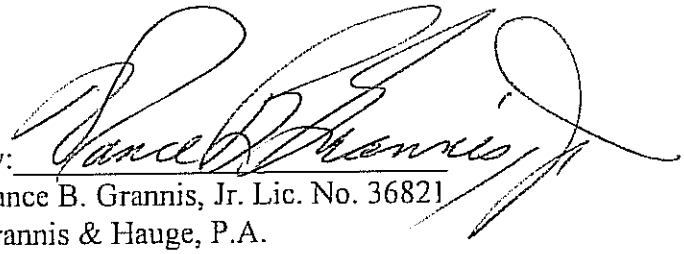
WHEREAS, Appellants and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellants and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANTS

GRANNIS & HAUGE, P.A.



By:_____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, April 29, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2441

LEVANDER,
GILLEN &
MILLER, P.A.

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
□STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. ERICKSON
ROBIN M. HENNIX
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919 - 2005

ROLLING H. CRAWFORD
RETIRED

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

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz and Jay P. Karlovich, City Attorneys**
DATE: **May 26, 2009**
RE: **Southern Sanitary Sewer Improvements, City Project No. 2003-03 – Assessment Appeals / Compromise Agreements for the Dismissal of Assessment Appeal re Wilfred Krech and Mary Krech Dakota County District Court File No. 19HA-CV-08-2442**

Section 1. **Background.** The City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03. On May 27, 2008, the City held an assessment hearing and levied a $13,664.80 special assessment against property owned by Wilfred Krech and Mary Krech. The property owners appealed the City's special assessment by filing an assessment appeal action in Dakota County District Court (District Court File No. 19HA-CV-08-2442).

After negotiations between the property owners and the City to settle the assessment appeal action, the City and the property owner have agreed to enter into a Compromise Agreement intended to resolve the dispute between the parties arising from the assessment appeal.

The purpose of the Compromise Agreement is to memorialize the covenants and agreements between the City and Wilfred Krech and Mary Krech in connection with the filing of District Court File No. 19HA-CV-08-2442.

The salient terms of the Compromise Agreement between the City and Wilfred Krech and Mary Krech are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $13,664.80 assessment against the property by a reduction amount of $683.24 (representing a five percent (5%) reduction of the assessed amount).

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Wilfred Krech and Mary Krech had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $13,664.80 special assessment that will be collected with the payable 2009 property taxes.
- The City and Wilfred Krech and Mary Krech agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2442 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

Section 2. **Council Action.** The Council is asked to consider the following at the May 26, 2009, City Council meeting:

1. Attached resolution approving the Compromise Agreement between the City and Wilfred Krech and Mary Krech for the Dismissal of the Assessment Appeal related to Dakota County District Court File No. 19HA-CV-08-2442, together with the Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2442.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 09- _____

RESOLUTION APPROVING A COMPROMISE AGREEMENT, SETTLEMENT STIPULATION, ORDER AND JUDGMENT BETWEEN WILFRED KRECH AND MARY KRECH AND THE CITY OF INVER GROVE HEIGHTS RELATING TO CITY PROJECT 2003-03 AND RELATING TO DAKOTA COUNTY DISTRICT COURT FILE NO. 19HA-CV-08-2442

WHEREAS, Wilfred Krech and Mary Krech, (hereinafter collectively referred to as "Property Owner") own real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID #20-02700-022-27 ("Krech Property").

WHEREAS, the Feasibility Report for City Project 2003-03 (the "Project") proposed to specially assess the Krech Property $13,664.80 pursuant to the Preliminary Assessment Roll contained in the report as Appendix C.

WHEREAS, on May 27, 2008, the Council approved Resolution 08-115 adopting the Final Assessment Roll for City Project 2003-03.

WHEREAS, on said Final Assessment Roll included a $13,664.80 assessment against the Krech Property.

WHEREAS, Property Owner appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-08-2442.

WHEREAS, Property Owner has executed a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2442.

WHEREAS, the salient terms of the Compromise Agreement between the City and Property Owner are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $13,664.80 assessment against the Krech Property by a reduction amount of $683.24 (representing a five percent (5%) reduction of the assessed amount).
- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Property Owner had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $13,664.80 special assessment that will be collected with the payable 2009 property taxes.

- The City and Property Owner agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2442 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

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

1. The Council hereby approves the attached Compromise Agreement between Wilfred Krech and Mary Krech and the City of Inver Grove Heights.

2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2442.

3. The Mayor and Deputy City Clerk are authorized to execute the attached Compromise Agreement between Wilfred Krech and Mary Krech and the City of Inver Grove Heights, and to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2442.

4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2442.

5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-08-2442.

Passed this 26th day of May, 2009.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _____, 2009 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and Wilfred W. Krech and Mary C. Krech, husband and wife (hereinafter collectively the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-02700-022-27 (hereinafter legally described and defined as the "Property"); and

WHEREAS, the City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03 (the "Project");

WHEREAS, on May 27, 2008, the City held an assessment hearing and levied a $13,664.80 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-08-2442; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2442.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2442.

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-08-2442.

Section 1.04 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2442.

(b) Agreement Date: The date written in the first paragraph of the Agreement.

(c) Assessment Levy Amount: The amount of the City's original assessment levy against the Property for the Project improvements in the amount of $13,664.80.

(d) Assessment Principal Reduction Amount: An assessment principal amount that the City agrees to pay to resolve Property Owner's assessment appeal. The assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made a principal payment

to the City. The agreed upon Assessment Principal Reduction Amount to resolve District Court File No. 19HA-CV-08-2442 is a five percent (5%) reduction in the Assessment Levy Amount which equals $683.24.

(e) City: The City of Inver Grove Heights, a Minnesota municipal corporation.

(f) Project: The City's Southern Sanitary Sewer Improvements, City Project No. 2003-03.

(g) Property: Real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-02700-022-27 and legally described as follows:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 27, Range 22, lying Northwesterly of SAR No. 77 and Northeasterly of the Northeasterly right-of-way line of State Trunk Highway No. 52-55-56, Dakota County, Minnesota according to the U.S. Government Survey thereof. Containing 57,499 square feet or 1.32 acres.

(h) Property Owner: Wilfred W. Krech and Mary C. Krech, husband and wife.

(i) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-08-2442.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

(a) City Reduction of Property Assessment Principal Balance: On May 27, 2008, the City passed Resolution No. 08-115 which approved the Assessment Levy Amount of $13,664.80 against the Property for the Project improvements. The City agrees that the City shall reduce the remaining principal balance of said assessment against the Property by the Assessment Principal Reduction Amount of $683.24 (representing an five percent (5%) reduction of the Assessment Levy Amount). This assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City. Said assessment principal reduction shall be effectuated by the City within thirty (30) days following the Inver Grove Heights City Council approval of this Agreement.

Said principal reduction shall not affect or reduce the first installment of principal

and any accrued interest due and payable on the $13,664.80 special assessment that will be collected with the payable 2009 property taxes. The Property Owner acknowledges and agrees that said principal reduction will be treated by Dakota County as if the Property Owner made a partial principal payment to reduce the principal balance of the assessment.

Section 3.02 **Covenants and Agreements of the Property Owner.** Property Owner covenants and agrees with the City that:

(a) Title: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement.

(b) Settlement Stipulation: Property Owner hereby agrees that Property Owner's authorized representatives shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit A. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon City Reduction of Property Assessment Principal Balance reflected above in Section 3.01(a); and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the District Court.

(c) Property Owner Payment of Assessment Levy Amount less Assessment Principal Reduction Amount: Property Owner hereby agrees to pay the Assessment Levy Amount and any accrued interest less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. City Resolution No. 08-115 approved the Assessment Levy Amount of $13,664.80 against the Property with interest accruing from July 1, 2009 at a rate of 6.25%. Property Owner acknowledges and agrees that the City's payment/certification of the Assessment Principal Reduction Amount shall not affect or reduce the first installment of principal and accrued interest due and payable on the $13,664.80 special assessment that will be collected with the payable 2009 property taxes. Property Owner acknowledges and agrees that the benefit of the City's payment/certification of the Assessment Principal Reduction Amount shall be first reflected in the reduced assessment principal and accrued interest calculated by Dakota County and collected with the payable 2010 property taxes.

(d) Assessment Waiver: Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Assessment Levy Amount and any accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City

pursuant to this Agreement. The Property Owner also hereby waives any and all procedural and substantive objections to the City's special assessment of the Property for Project improvement pursuant to City Resolution No. 08-115, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Levy Amount and all accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City exceeds the benefit to the Property for the Project.

ARTICLE 4
GENERAL PROVISIONS

Section 4.01 **Non-Assignability.** Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 **Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 **Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.06 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 4.08 **Captions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 4.09 **Recording.** This Agreement may be recorded by the City with the County Recorder and/or Registrar of Titles.

Section 4.10 **Governmental Immunity.** 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 Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

The balance of this page is intentionally left blank.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

Property Owner:

Wilfred W. Krech

Wilfred W. Krech

Mary C. Krech

Mary C. Krech

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of May, 2009, before me a Notary Public within and for said County, personally appeared Wilfred W. Krech and Mary C. Krech, husband and wife.

VANCE B. GRANNIS JR.
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Notary Public

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 the Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

81000.09012/docs. Agreement for Rule 408 Compromise and Dismissal of Assessment Appeal, May 4, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2442

Exhibit A

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2442

Wilfred Krech,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 200270002227)
Case Type: Special Assessment Appeal

WHEREAS, Appellant and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

WHEREAS, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANT

GRANNIS & HAUGE, P.A.

By:_____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, May 4, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2442

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2442

Wilfred Krech,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 200270002227)
Case Type: Special Assessment Appeal

WHEREAS, Appellant and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

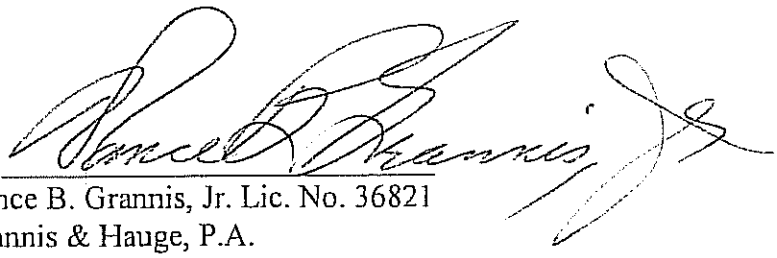
WHEREAS, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANT

GRANNIS & HAUGE, P.A.



By:_____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, May 4, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2442

LEVANDER,
GILLEN &
MILLER, P.A.

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
◇JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. ERICKSON
ROBIN M. HENNIX
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919 - 2005

ROLLING H. CRAWFORD
RETIRED

*ALSO ADMITTED IN WISCONSIN
◇ALSO ADMITTED IN NORTH DAKOTA
□ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz and Jay P. Karlovich, City Attorneys**
DATE: **May 26, 2009**
RE: **Southern Sanitary Sewer Improvements, City Project No. 2003-03 – Assessment Appeals / Compromise Agreements for the Dismissal of Assessment Appeal re Wilfred Krech and Mary Krech Dakota County District Court File No. 19HA-CV-08-2443**

Section 1. **Background.** The City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03. On May 27, 2008, the City held an assessment hearing and levied a $5,851.30 special assessment against property owned by Wilfred Krech and Mary Krech. The property owners appealed the City's special assessment by filing an assessment appeal action in Dakota County District Court (District Court File No. 19HA-CV-08-2443).

After negotiations between the property owners and the City to settle the assessment appeal action, the City and the property owner have agreed to enter into a Compromise Agreement intended to resolve the dispute between the parties arising from the assessment appeal.

The purpose of the Compromise Agreement is to memorialize the covenants and agreements between the City and Wilfred Krech and Mary Krech in connection with the filing of District Court File No. 19HA-CV-08-2443.

The salient terms of the Compromise Agreement between the City and Wilfred Krech and Mary Krech are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $5,851.30 assessment against the property by a reduction amount of $292.57 (representing a five percent (5%) reduction of the assessed amount).

- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Wilfred Krech and Mary Krech had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $5,851.30 special assessment that will be collected with the payable 2009 property taxes.
- The City and Wilfred Krech and Mary Krech agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2443 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

Section 2. **Council Action.** The Council is asked to consider the following at the May 26, 2009, City Council meeting:

1. Attached resolution approving the Compromise Agreement between the City and Wilfred Krech and Mary Krech for the Dismissal of the Assessment Appeal related to Dakota County District Court File No. 19HA-CV-08-2443, together with the Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2443.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 09- _____

RESOLUTION APPROVING A COMPROMISE AGREEMENT, SETTLEMENT STIPULATION, ORDER AND JUDGMENT BETWEEN WILFRED KRECH AND MARY KRECH AND THE CITY OF INVER GROVE HEIGHTS RELATING TO CITY PROJECT 2003-03 AND RELATING TO DAKOTA COUNTY DISTRICT COURT FILE NO. 19HA-CV-08-2443

WHEREAS, Wilfred Krech and Mary Krech, (hereinafter collectively referred to as "Property Owner") own real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID #20-76952-010-01 ("Krech Property").

WHEREAS, the Feasibility Report for City Project 2003-03 (the "Project") proposed to specially assess the Krech Property $5,851.30 pursuant to the Preliminary Assessment Roll contained in the report as Appendix C.

WHEREAS, on May 27, 2008, the Council approved Resolution 08-115 adopting the Final Assessment Roll for City Project 2003-03.

WHEREAS, on said Final Assessment Roll included a $292.57 assessment against the Krech Property.

WHEREAS, Property Owner appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-08-2443.

WHEREAS, Property Owner has executed a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2443.

WHEREAS, the salient terms of the Compromise Agreement between the City and Property Owner are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $5,851.30 assessment against the Krech Property by a reduction amount of $292.57 (representing a five percent (5%) reduction of the assessed amount).
- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Property Owner had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $5,851.30 special assessment that will be collected with the payable 2009 property taxes.

- The City and Property Owner agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2443 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

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

1. The Council hereby approves the attached Compromise Agreement between Wilfred Krech and Mary Krech and the City of Inver Grove Heights.

2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2443.

3. The Mayor and Deputy City Clerk are authorized to execute the attached Compromise Agreement between Wilfred Krech and Mary Krech and the City of Inver Grove Heights, and to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2443.

4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2443.

5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-08-2443.

Passed this 26th day of May, 2009.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _____, 2009 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and Wilfred W. Krech and Mary C. Krech, husband and wife (hereinafter collectively the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-76952-010-01 (hereinafter legally described and defined as the "Property"); and

WHEREAS, the City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03 (the "Project");

WHEREAS, on May 27, 2008, the City held an assessment hearing and levied a $5,851.30 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-08-2443; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2443.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2443.

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-08-2443.

Section 1.04 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2443.

(b) Agreement Date: The date written in the first paragraph of the Agreement.

(c) Assessment Levy Amount: The amount of the City's original assessment levy against the Property for the Project improvements in the amount of $5,851.30.

(d) Assessment Principal Reduction Amount: An assessment principal amount that the City agrees to pay to resolve Property Owner's assessment appeal. The assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made a principal payment

to the City. The agreed upon Assessment Principal Reduction Amount to resolve District Court File No. 19HA-CV-08-2443 is a five percent (5%) reduction in the Assessment Levy Amount which equals $292.57.

(e) City: The City of Inver Grove Heights, a Minnesota municipal corporation.

(f) Project: The City's Southern Sanitary Sewer Improvements, City Project No. 2003-03.

(g) Property: Real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-76952-010-01 and legally described as follows:

Lot 1, Block 1, Total Construction Third Addition, according to the recorded plat thereof, Dakota County, Minnesota.

(h) Property Owner: Wilfred W. Krech and Mary C. Krech, husband and wife.

(i) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-08-2443.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

(a) City Reduction of Property Assessment Principal Balance: On May 27, 2008, the City passed Resolution No. 08-115 which approved the Assessment Levy Amount of $5,851.30 against the Property for the Project improvements. The City agrees that the City shall reduce the remaining principal balance of said assessment against the Property by the Assessment Principal Reduction Amount of $292.57 (representing an five percent (5%) reduction of the Assessment Levy Amount). This assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City. Said assessment principal reduction shall be effectuated by the City within thirty (30) days following the Inver Grove Heights City Council approval of this Agreement.

Said principal reduction shall not affect or reduce the first installment of principal and any accrued interest due and payable on the $5,851.30 special assessment that will be collected with the payable 2009 property taxes. The Property Owner acknowledges and agrees that said principal reduction will be treated by Dakota

County as if the Property Owner made a partial principal payment to reduce the principal balance of the assessment.

Section 3.02 **Covenants and Agreements of the Property Owner.** Property Owner covenants and agrees with the City that:

(a) Title: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement.

(b) Settlement Stipulation: Property Owner hereby agrees that Property Owner's authorized representatives shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit A. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon City Reduction of Property Assessment Principal Balance reflected above in Section 3.01(a); and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the District Court.

(c) Property Owner Payment of Assessment Levy Amount less Assessment Principal Reduction Amount: Property Owner hereby agrees to pay the Assessment Levy Amount and any accrued interest less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. City Resolution No. 08-115 approved the Assessment Levy Amount of $5,851.30 against the Property with interest accruing from July 1, 2009 at a rate of 6.25%. Property Owner acknowledges and agrees that the City's payment/certification of the Assessment Principal Reduction Amount shall not affect or reduce the first installment of principal and accrued interest due and payable on the $5,851.30 special assessment that will be collected with the payable 2009 property taxes. Property Owner acknowledges and agrees that the benefit of the City's payment/certification of the Assessment Principal Reduction Amount shall be first reflected in the reduced assessment principal and accrued interest calculated by Dakota County and collected with the payable 2010 property taxes.

(d) Assessment Waiver: Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Assessment Levy Amount and any accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. The Property Owner also hereby waives any and all procedural and substantive objections to the City's special assessment of the Property for Project improvement pursuant to City Resolution No. 08-115,

including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Levy Amount and all accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City exceeds the benefit to the Property for the Project.

ARTICLE 4
GENERAL PROVISIONS

Section 4.01 **Non-Assignability.** Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 **Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 **Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.06 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 4.08 **Captions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 4.09 **Recording.** This Agreement may be recorded by the City with the County Recorder and/or Registrar of Titles.

Section 4.10 **Governmental Immunity.** 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 Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

The balance of this page is intentionally left blank.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

Property Owner:

Wilfred W. Krech

Wilfred W. Krech

Mary C. Krech

Mary C. Krech

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of May, 2009, before me a Notary Public within and for said County, personally appeared Wilfred W. Krech and Mary C. Krech, husband and wife.

VANCE B. GRANNIS JR.
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Vance B. Grannis Jr.

Notary Public

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 the Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

81000.09012/docs. Agreement for Rule 408 Compromise and Dismissal of Assessment Appeal, May 4, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2443

Exhibit A

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2443

Wilfred W. Krech and Mary C. Krech,

Appellants,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 207695201001)
Case Type: Special Assessment Appeal

WHEREAS, Appellants and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

WHEREAS, Appellants and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellants and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANTS

GRANNIS & HAUGE, P.A.

By:_____

Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____

Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, May 4, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2443

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2443

Wilfred W. Krech and Mary C. Krech,

Appellants,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 207695201001)
Case Type: Special Assessment Appeal

WHEREAS, Appellants and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

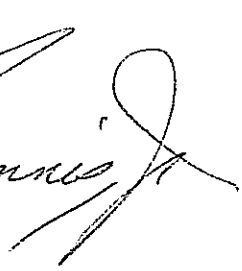
WHEREAS, Appellants and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellants and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANTS

GRANNIS & HAUGE, P.A.



By:_____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, May 4, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2443

LEVANDER,
GILLEN &
MILLER, P.A.

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
°STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. ERICKSON
ROBIN M. HENNIX
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919 - 2005

ROLLING H. CRAWFORD
RETIRED

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
°ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz and Jay P. Karlovich, City Attorneys**
DATE: **May 26, 2009**
RE: **Southern Sanitary Sewer Improvements, City Project No. 2003-03 – Assessment Appeals / Compromise Agreements for the Dismissal of Assessment Appeal re WWKM, LLC**
Dakota County District Court File No. 19HA-CV-08-2444

Section 1. **Background.** The City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03. On May 27, 2008, the City held an assessment hearing and levied a $120,027.30 special assessment against property owned by WWKM, LLC. The property owner appealed the City's special assessment by filing an assessment appeal action in Dakota County District Court (District Court File No. 19HA-CV-08-2444).

After negotiations between the property owner and the City to settle the assessment appeal action, the City and the property owner have agreed to enter into a Compromise Agreement intended to resolve the dispute between the parties arising from the assessment appeal.

The purpose of the Compromise Agreement is to memorialize the covenants and agreements between the City and WWKM, LLC in connection with the filing of District Court File No. 19HA-CV-08-2444.

The salient terms of the Compromise Agreement between the City and WWKM, LLC are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $120,027.30 assessment against the property by a reduction amount of $6,001.37 (representing a five percent (5%) reduction of the assessed amount).

- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if WWKM, LLC had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $120,027.30 special assessment that will be collected with the payable 2009 property taxes.
- The City and WWKM, LLC agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2444 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

Section 2. **Council Action.** The Council is asked to consider the following at the May 26, 2009, City Council meeting:

1. Attached resolution approving the Compromise Agreement between the City and WWKM, LLC for the Dismissal of the Assessment Appeal related to Dakota County District Court File No. 19HA-CV-08-2444, together with the Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2444.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 09- _____

RESOLUTION APPROVING A COMPROMISE AGREEMENT, SETTLEMENT STIPULATION, ORDER AND JUDGMENT BETWEEN WWKM, LLC AND THE CITY OF INVER GROVE HEIGHTS RELATING TO CITY PROJECT 2003-03 AND RELATING TO DAKOTA COUNTY DISTRICT COURT FILE NO. 19HA-CV-08-2444

WHEREAS, WWKM, LLC, a Minnesota limited liability company, (hereinafter referred to as "Property Owner") owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID #20-02700-014-50 ("WWKM Property").

WHEREAS, the Feasibility Report for City Project 2003-03 (the "Project") proposed to specially assess the WWKM Property $120,027.30 pursuant to the Preliminary Assessment Roll contained in the report as Appendix C.

WHEREAS, on May 27, 2008, the Council approved Resolution 08-115 adopting the Final Assessment Roll for City Project 2003-03.

WHEREAS, on said Final Assessment Roll included a $120,027.30 assessment against the WWKM Property.

WHEREAS, Property Owner appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-08-2444.

WHEREAS, Property Owner has executed a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2444.

WHEREAS, the salient terms of the Compromise Agreement between the City and Property Owner are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the $120,027.30 assessment against the WWKM Property by a reduction amount of $6,001.37 (representing a five percent (5%) reduction of the assessed amount).
- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Property Owner had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the $120,027.30 special assessment that will be collected with the payable 2009 property taxes.

- The City and Property Owner agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2444 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

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

1. The Council hereby approves the attached Compromise Agreement between WWKM, LLC and the City of Inver Grove Heights.

2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2444.

3. The Mayor and Deputy City Clerk are authorized to execute the attached Compromise Agreement between WWKM, LLC and the City of Inver Grove Heights, and to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2444.

4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2444.

5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-08-2444.

Passed this 26th day of May, 2009.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _____, 2009 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and WWKM, LLC, a Minnesota limited liability company ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-02700-014-50 (hereinafter legally described and defined as the "Property"); and

WHEREAS, the City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03 (the "Project");

WHEREAS, on May 27, 2008, the City held an assessment hearing and levied a $120,027.30 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-08-2444; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2444.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2444.

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-08-2444.

Section 1.04 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2444.

(b) Agreement Date: The date written in the first paragraph of the Agreement.

(c) Assessment Levy Amount: The amount of the City's original assessment levy against the Property for the Project improvements in the amount of $120,027.30.

(d) Assessment Principal Reduction Amount: An assessment principal amount that the City agrees to pay to resolve Property Owner's assessment appeal. The assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made a principal payment

to the City. The agreed upon Assessment Principal Reduction Amount to resolve District Court File No. 19HA-CV-08-2444 is a five percent (5%) reduction in the Assessment Levy Amount which equals $6,001.37.

(e) City: The City of Inver Grove Heights, a Minnesota municipal corporation.

(f) Project: The City's Southern Sanitary Sewer Improvements, City Project No. 2003-03.

(g) Property: Real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-02700-014-50 and legally described as follows:

That part of the North Half of the Southwest Quarter of Section 27, Township 27, Range 22, lying easterly of the following described line:

Commencing at the Northeast corner of said North Half of the Southwest Quarter; thence South 89 degrees 53 minutes 24 seconds West (assumed bearing) along the North line thereof a distance of 952.71 feet to the point of beginning of line to be described; thence South 9 degrees 47 minutes 00 seconds East a distance of 666.98 feet; thence Southeasterly along a tangential curve to the left, central angle of 6 degrees 50 minutes 38 seconds, Radius of 5729.58 feet, a distance of 684.39 feet to the South line of said North Half of the Southwest Quarter and said line there terminating. Dakota County, Minnesota.

Except Railroad right-of-way. Subject to highway easement and other easements of record.

(h) Property Owner: WWKM, LLC, a Minnesota limited liability company.

(i) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-08-2444.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

(a) City Reduction of Property Assessment Principal Balance: On May 27, 2008, the City passed Resolution No. 08-115 which approved the Assessment Levy Amount of $120,027.30 against the Property for the Project improvements. The City agrees

that the City shall reduce the remaining principal balance of said assessment against the Property by the Assessment Principal Reduction Amount of $6,001.37 (representing an five percent (5%) reduction of the Assessment Levy Amount). This assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City. Said assessment principal reduction shall be effectuated by the City within thirty (30) days following the Inver Grove Heights City Council approval of this Agreement.

Said principal reduction shall not affect or reduce the first installment of principal and any accrued interest due and payable on the $120,027.30 special assessment that will be collected with the payable 2009 property taxes. The Property Owner acknowledges and agrees that said principal reduction will be treated by Dakota County as if the Property Owner made a partial principal payment to reduce the principal balance of the assessment.

Section 3.02 **Covenants and Agreements of the Property Owner.** Property Owner covenants and agrees with the City that:

(a) Title: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement.

(b) Settlement Stipulation: Property Owner hereby agrees that Property Owner's authorized representatives shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit A. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon City Reduction of Property Assessment Principal Balance reflected above in Section 3.01(a); and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the District Court.

(c) Property Owner Payment of Assessment Levy Amount less Assessment Principal Reduction Amount: Property Owner hereby agrees to pay the Assessment Levy Amount and any accrued interest less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. City Resolution No. 08-115 approved the Assessment Levy Amount of $120,027.30 against the Property with interest accruing from July 1, 2009 at a rate of 6.25%. Property Owner acknowledges and agrees that the City's payment/certification of the Assessment Principal Reduction Amount shall not affect or reduce the first installment of principal and accrued interest due and payable on the $120,027.30 special assessment that will be collected with the payable 2009 property taxes. Property

Owner acknowledges and agrees that the benefit of the City's payment/certification of the Assessment Principal Reduction Amount shall be first reflected in the reduced assessment principal and accrued interest calculated by Dakota County and collected with the payable 2010 property taxes.

(d) Assessment Waiver: Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Assessment Levy Amount and any accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. The Property Owner also hereby waives any and all procedural and substantive objections to the City's special assessment of the Property for Project improvement pursuant to City Resolution No. 08-115, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Levy Amount and all accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City exceeds the benefit to the Property for the Project.

ARTICLE 4
GENERAL PROVISIONS

Section 4.01 Non-Assignability. Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.06 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 4.08 **Captions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 4.09 **Recording.** This Agreement may be recorded by the City with the County Recorder and/or Registrar of Titles.

Section 4.10 **Governmental Immunity.** 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 Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

The balance of this page is intentionally left blank.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

Property Owner: WWKM, LLC

By: _____
Wilfred Krech

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of May, 2009, before me a Notary Public within and for said County, personally appeared Wilfred Krech to me personally known, who being by me duly sworn, did say that he is the Chief Manager of **WWKM, LLC**, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Chief Manager acknowledged said instrument to be the free act and deed of the entity.

VANCE B. GRANNIS JR.
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

_____
Notary Public

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 the Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

81000.09012/docs. Agreement for Rule 408 Compromise and Dismissal of Assessment Appeal, April 28, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2444

Exhibit A

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2444

WWKM, LLC,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 200270001450)
Case Type: Special Assessment Appeal

WHEREAS, Appellant and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

WHEREAS, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANT

GRANNIS & HAUGE, P.A.

By:_____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, April 28, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2444

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2444

WWKM, LLC,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

(PID No. 200270001450)
Case Type: Special Assessment Appeal

WHEREAS, Appellant and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

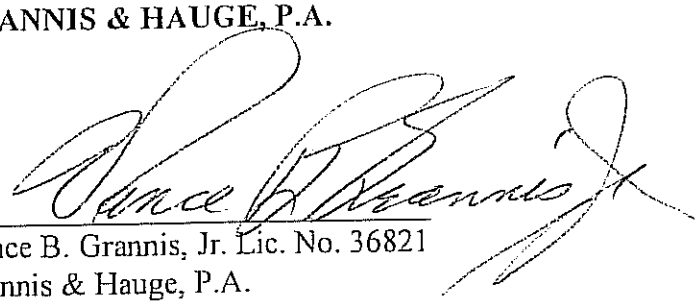
WHEREAS, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANT

GRANNIS & HAUGE, P.A.



By:_____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

81000.09012/docs. Rule 408 Settlement Stipulation, Order and Judgment, April 28, 2009, Assessment Appeals, District Court File No. 19HA-CV-08-2444

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CONSIDER ADVISORY BOARD APPLICATIONS AND APPOINTMENTS

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Regular	X	None
Contact:	JTeppen, Asst City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Consider Advisory Board applications and appointments.

SUMMARY The terms of various advisory commission members expire on May 23, 2008. The commission members whose terms expire were asked to indicate whether they wish to be considered for reappointment to their various commissions and have responded as follows below.

Also attached are the applications that detail the individual's choice(s) for commission appointment, the status of current vacancies and the current commission members who wish to be considered for reappointment, and the attendance records from the past 12 months.

AIRCRAFT NOISE ABATEMENT COMMISSION
This is a seven member commission with three vacancies. Commissioner Shibata wishes to be reappointed.

ENVIRONMENTAL COMMISSION
This is a nine member commission with no vacancies. Commissioners Lesney and Trenziluk wish to be reappointed.

The following people have made application to be considered for appointment:

First Choice:	Second Choice:	Third Choice:
PattiRai Rudolph	Jeff Rud	Christopher Rogers
		Joseph Huisman

PARKS AND RECREATION COMMISSION
The Parks and Recreation Commission is a nine member commission with no vacancies. Commissioners Boehmer, Schueller, and Silvi wish to be reappointed.

The following people have made application to be considered for appointment:

Only Choice:	First Choice:	Second Choice:
John Skoog	Jeff Rud	Christopher Rogers
Todd Kruse		Joseph Huisman

PLANNING COMMISSION
This is a nine member commission with no vacancies. Commissioner's Bartholomew, Gooch, and Hark wish to be re-appointed.

The following people have made application to be considered for the Planning Commission:

First Choice:
Joseph Huisman
Christopher Rogers

CONVENTION AND VISITORS BUREAU
The CVB is a seven member board represented by the hotels (3), River Heights Chamber of Commerce, business representatives (2), and one representative of the City. Members' terms expiring are Don Heikkila (Microtel), and Jenelle Teppen, representing the City. Both wish to be re-appointed.

The following form was submitted via your website: Commissioner's Application

1st Choice: Parks and Recreation
2nd Choice:
3rd Choice:
4th Choice:
Name: John C Skoog
Date: 04/30/2009
Address: 7956 Bowman Ave
Zip Code: 55076
Home Phone: 6124929323
Work Phone: 6124929323
Email Address: jskoog@finsvcs.com
Years/Months: 25 years

Employment, occupation, or other experience: Retirement by Design; Insurance securities Sales

Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.: 20 years ago, I joined a group of others who looked at IGH as a great place to live, but needing recreational facilities for it's youth and adults. We got alot done. I look around today, and see a great opportunity to do more. I have always tried to see things as I feel they could be, and still have many dreams for this community.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: Having served under an administration under fire, it would be fun to serve a Council and work with Staff, together to get things done. I have an appreciation for this council, and for what they go through to get elected. Parks and Rec is a very visible part of any community, and there is alot that still needs to be done. I would like to re-join that effort.

The following form was submitted via your website: Commissioner's Application

1st Choice: Parks & Recreation Commission
2nd Choice: Environmental Commission
3rd Choice:
4th Choice:

Name: Jeff Rud
Date: 5-1-09
Address: 8537 Bechtel Ct.
Zip Code: 55076
Home Phone: 6515528357
Work Phone: 6513088392
Email Address: jeffrey.rud@gmail.com
Years/Months: 13/7

Employment, occupation, or other experience: I have been employed in a number of different positions and am currently doing some independent consulting in the energy and tax deduction/credit area. My experience is in a number of fields and functional areas over the past 20 years, including engineering, project management, product development, operations, marketing, program management and general management to name a few. I've worked for companies such as Koch Industries, Trane/American Standard, and ESG/Honeywell. I have both an engineering degree and an MBA, where I graduated near the top of my class.

I served on the Aircraft Noise Abatement Commission several years ago serving out an open term (Tom Ebert knows me) and I have been active as a coach with a number of the Park and Rec programs/teams.

I have been involved with and volunteered in many other organizations (I can provide a resume if desired) and feel I can draw on those experiences in serving on an Inver Grove Heights commission. Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.: Throughout my life I've tried to be active in my community and volunteer. I feel it's important to give back and serve the communities that you live in. I also think that it's important for citizens to become involved in their communities to help shape the future direction. I have very much enjoyed being involved in the various capacities I've volunteered thus far (schools, Park and Rec teams/programs, neighborhood, church, etc.) and would like to volunteer in one of these new capacities as a commissioner for IGH.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: Besides the information mentioned above and the volunteer activities I've done thus far, I have had training in a number of areas (such as Process Mapping Techniques and Applied System Thinking, Dale Carnegie Human Relations, Six Sigma training and Green Belt certification, as well as others) that could be helpful working on a commission.

The following form was submitted via your website: Commissioner's Application

1st Choice: Planning
2nd Choice: Parks and Rec.
3rd Choice: Enviromental
4th Choice:
Name: Christopher A. Rogers
Date: 11/21/08
Address: 4970 Ashley Lane #110
Zip Code: 55077
Home Phone: 651-592-2602
Work Phone: 651-266-1402
Email Address: christopher.rogers@co.ramsey.mn.us
Years/Months: 3

Employment, occupation, or other experience: Correctional Officer II with Ramsey County. Former firefighter with North St. Paul, currently applied with IGH Fire. Former North St. Paul reserve sergeant. Hockey referee for youth and high school hockey. Volunteer for MS Society and Special Olympics. Nationally registered EMT.

Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.: I am currently looking for a long term opportunity to become involved with the city. I feel by joining an advisory commission this would allow me to become an active citizen within the community. I feel this is an excellent way to be proactive and help to continue to make IGH an excellent city.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: I have an associates degree in law enforcement from Inver Hills Community College. Member of Phi Theta Kappa (National honor society for two year colleges)

The following form was submitted via your website: Commissioner's Application

1st Choice: Parks and Recreation Commission
2nd Choice: Port Authority
3rd Choice:
4th Choice:
Name: Todd A. Kruse
Date: 05/05/2009
Address: 8717 Crismon Way
Zip Code: 55076
Home Phone: 6124235621
Work Phone: 6124235621
Email Address: toddakruse@gmail.com
Years/Months: new resident

Employment, occupation, or other experience: Founder (in 2004) of a public affairs consulting firm, Thought Leadership Management, LLC. I am also an Associate at executive search firm, Franchot and Associates.

I have 20 years of experience in government relations/public affairs consulting at all levels of government. Additionally I have worked in numerous states, Washington DC, and Europe so I am confident I would bring a worldview to city government that would serve our fellow citizens well given my experience working within various cultures.

Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.: My family has built a new home in the Summit Pines neighborhood and our daughter will begin Kindergarten at Pine Bend Elementary this year so we are making an effort to become very active in our new community. Junior Achievement asked me to be a founder of their program in the Pine Bend school which will begin in July 2009.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: Given my lifelong interest in the outdoors and sports I am applying for the Parks and Recreation Commission. However, I would encourage the city government to create a Port Authority given IGH's border with the Mississippi River. I would welcome the opportunity to help create this new entity.

BIOGRAPHY OF TODD A. KRUSE

Todd A. Kruse

14529 Florissant Path

Apple Valley, Minnesota 55124

+1 612.423.5621

toddakruse@gmail.com

Professional Experience:

Todd Kruse is President of **Thought Leadership Management, LLC (TLM)** based in Minnesota. Founded in 2004 **TLM** is a public affairs and strategic management consulting firm which specializes in developing and managing third party allies (e.g. think tanks, academics, and tax associations) via a range of **earned media activities** to advance clients' public policy and marketing agendas. TLM also provides **corporate intelligence research** and **executive recruitment services**. The firm has completed corporate client projects in the USA, Europe, and Canada.

Since September 2006 to July 2008 Mr. Kruse served as the Director of Regional Field Teams (RFT) for the **American Legislative Exchange Council**, ALEC, (www.alec.org), based in Washington DC. The RFT was an ALEC program focused on creating a team of regional operatives who live and work in a specific region of the USA to focus on – membership recruitment, earned media, and partnering with local allies to advance limited government-focused legislative solutions at the state legislative level.

From 1998 to 2004 he was a Vice President at **DCI Group, LLC** with responsibility for earned media, coalition development, client management, account development, research, public speaking duties, and related public affairs activities for primarily Fortune 500 corporate and trade association clients. After serving as a volunteer for the **Conservative Party** (United Kingdom) in the 2001 elections Mr. Kruse returned to London in 2002 to establish DCI Group's European presence as DCI Group's European Director. At his own direction and with no support staff he created an extensive contact network across the European continent focused on delivering public relations services for corporate clients. In 2004 his client work extended geographically when he was named Director of International Recruitment for the online opinion journal, **TCS Daily**, http://www.tcsdaily.com

Prior to joining DCI Group Mr. Kruse served as Government and Industry Relations Manager, Midwest Region at **Frontier Communications** (based in their Burnsville, Minnesota office. Frontier is now a subsidiary of Citizens Communications) from 1991 to 1998. Mr. Kruse spent the summer of 1996 on the staff of the **Republican National Convention** (San Diego) on a leave of absence from Frontier Communications. During his tenure at Frontier he was responsible for legislative lobbying (federal, state, and city levels), city franchise renewal, industry relations, economic development, employee training, and general regulatory compliance for this full-service telecommunications company.

From 1989 to 1991 Mr. Kruse held the position of Field Representative for **Congressman Tom Tauke**'s (R-IA) US Senate campaign in Iowa. In this capacity he was responsible for volunteer recruitment, training, and mobilization for a thirty- (30) county region of Iowa. In 1989 and 1986 Mr. Kruse held positions with **US Senator Charles Grassley** (R-IA) as a patronage appointee in the US Senate Post Office and as legislative intern to the senator's chief of staff.

Education, Honors, and Activities:

Mr. Kruse earned a Masters of International Management degree from the **University of St. Thomas (Minnesota)**, a Bachelors of Science degree in Economics from **Iowa State University,** and a Bachelors of Arts degree in Political Science from Iowa State University (ISU). While at ISU he served in the **Government of the Study Body** as President of the Senate/Vice President, as a member of the ***Iowa State Daily*** editorial board, and as **Theta Delta Chi** fraternity chapter president. He was also named to **Cardinal Key** (ISU's highest honorary)**, Omicron Delta Epsilon,** and **Pi Sigma Alpha** honorary societies. In 2001 Mr. Kruse became a part-time PhD in Public Policy student at **George Mason University**. Selected in 1994 as an "Up and Comer" in Iowa business by the *Des Moines Register* newspaper. Graduate of "Leadership Minnesota", "Leadership Iowa" and "Leadership St. Paul" programs. Mr. Kruse has also been a student at the **University of London, Forester Institute of Costa Rica, and Oxford University/St. Peter's College/George Mason University** International Trade Program.

Mr. Kruse was a member of the 2008-2009 Policy Fellows class at the **Humphrey Institute of Public Affairs** (University of Minnesota), is a certified **PADI scuba Dive master**, is certified by the Minnesota Department of Education as a **substitute teacher**, has performed election training for the **International Republican Institute** in Bosnia, is a Life Member of the **National Eagle Scout Association**, is a Vigil Member of the **Order of the Arrow**, and serves as a member of the board of advisors for the **American Property Coalition**. In 2006 Mr. Kruse was

awarded with the “Best Friend Prize” from the **Globalization Institute of Poland** (www.globalizacja.org). Mr. Kruse is a member of **American MENSA**.

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077
CITIZEN ADVISORY COMMISSION APPLICATION

Please indicate which Commission you are applying for. List only those you would be seriously interested in serving on. ***Please type or print clearly in ink***

NAME: __PattiRai Rudolph_____ DATE: __March 21, 2009_____

In order that the Mayor and Councilmembers can have a better understanding of your background and interests, please provide the following information (attach extra sheets if necessary):

1st Choice ____Environmental_____ 3rd Choice _____
2nd Choice _____ 4th Choice _____

ADDRESS: _5447 Babcock Trail #206_____ ZIP CODE: _55077_____
HOME PHONE:_612-669-8851_____ WORK PHONE:_651-290-1330_____
HOW LONG HAVE YOU LIVED IN INVER GROVE HEIGHTS? __10_____YEARS

EMPLOYMENT, OCCUPATION OR OTHER EXPERIENCE:__News Coordinator and Producer, Minnesota Public Radio. St. Paul, MN_____

Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.

I moved to Inver Grove Heights due in large part to its predominantly "green" environment – primarily the balance between its business development and commitment to preserving open space. I would like to serve on the Environmental Advisory Board to try to help IGH maintain its dedication to conservation of natural resources and still encourage business and consumer growth in the years to come.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.

I am a homeowner, gardener and cabin owner. I am also the producer of the MPR weekly podcast, "Jet Streaming" where we cover many environmental issues as well as our prime topics of meteorology and climatology. I am commissioned as a Notary Public and have passed a Minnesota BCA check. I hold both B.A. and M.S. degrees from Metropolitan State University in St. Paul, MN.

The City of Inver Grove Heights is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, creed, color, sex, age, national origin, or handicap.

ANAC Attendance 2008/2009

Name	August	November	Feb	May
Ebert	x	x	a	x
Eginton	x	x	x	x
Shibata	x	x	x	x
Bower			x	a

x = attended meeting
a=absent

Commissioner Bower appointed in Jan 09

ENVIRONMENTAL COMMISSION ATTENDANCE - JUNE 1, 2008 THRU APRIL 30, 2009

Commissioner Name	6/26	7/24	8/28	9/25	10/23	11/20	12/18	1/22	2/26	3/26	4/23
Alice Lesney	E	X	X	X	NA	NA	NA	X	NA	NA	X
Bob Pohlman	X	E	X	X	NA	NA	NA	E	NA	NA	X
Peter Hall	X	X	X	X	NA	NA	NA	X	NA	NA	X
Ted Trenzeluk	X	X	X	X	NA	NA	NA	X	NA	NA	X
Greg Groenjes	X	X	X	X	NA	NA	NA	X	NA	NA	X
Chris Beck	X	X	X	X	NA	NA	NA	X	NA	NA	X
Brandon Wild	X	X	X	X	NA	NA	NA	A	NA	NA	X
Mike Flaherty	X	X	X	X	NA	NA	NA	X	NA	NA	X
Ross Berge	X	X	X	X	NA	NA	NA	X	NA	NA	X

X = Attended meeting

A = Absent

NA = Not applicable

E = Excused Absence

PARKS & RECREATION COMMISSION ATTENDANCE - JUNE 1, 2008 THRU APRIL 15, 2009

Commissioner Name	6/11	7/9	8/13	9/10	10/8	11/12	1/14	2/11	3/11	4/8	TOTAL
Marti Silvi	X	X	X	X	X	X	A	X	X	X	9
Joseph Boehmer	X	X	A	A	X	A	X	A	X	X	6
Albert Eiden	X	A	X	X	X	X	X	X	X	X	8
Wilfred Krech	X	X	X	X	X	X	A	A	X	X	8
Dennis Schueller	X	X	X	X	X	A	X	X	X	X	9
Tammy Johnson	X	X	X	X	X	A	X	X	X	X	9
Keith Joyce	X	A	X	X	A	A	X	X	X	X	7
Stanley Johnson	X	X	X	A	X	X	X	X	X	X	9
James Huffman	X	X	A	X	X	X	X	X	X	X	9

X = Attended meeting

A = Absent

NA = Not applicable

E = Excused Absence

PLANNING COMMISSION ATTENDANCE - JUNE 1, 2008 THRU APRIL 30, 2009

Commissioner Name	6/3	6/17	7/1	7/15	8/5	8/19	9/2	9/16	10/7	10/14	10/21	11/5	11/18	12/2	12/16	1/6	1/20	2/3	2/17	3/3	3/17	4/7	4/21	TOTAL
Paul Hark	X		X	X	X	X	X	X	X	X	E	X	X	E		X	X	X		E	X		X	16
Tom Bartholomew	X		X	X	X	X	X	X	X	X	X	X	X	X		X	X	E		X	X		X	18
Pat Simon	X		X	X	X	X	X	E	X	X	X	X	X	X		X	X	X		X	X		X	18
Harold Gooch	X		A	X	X	X	X	X	X	E	X	A	X	X		X	X	X		X	X		X	16
Mike Schaeffer	X		X	X	X	X	X	X	X	X	X	X	X	X		X	X	X		X	X		X	19
Tony Scales	X		X	X	X	X	X	X	X	X	X	X	X	X		E	X	X		X	X		X	18
Damon Roth	X		X	X	X	X	X	E	X	E	X	X	X	X		X	X	X		X	E		X	16
Christine Koch	X		E	X	X	X	X	X	X	X	X	X	X	X		X	E	X		E	E		X	15
Dennis Wippermann	E		E	X	X	X	X	X	E	X	X	X	X	X		X	X	X		X	X		X	16

X = Attended meeting

A = Absent

NA = Not applicable

E = Excused Absence

Inver Grove Heights Convention & Visitors Bureau Board Attendance - May 2008-April 2009

IGH CVB Board Member	May 2008	June	July- Special Meeting	August	September	October	November	December	January 2009	February	March	April	Totals
Jeff Andrews/John Voss	x	e	x	x	x	x	x	e	x	x	e	x	9
Jordan Dols/Rachelle Bombardier	e/x	xx	e/x	xx	x/e	xx	xx	x/e	xx	xx	xx	xx	10/10
Don Heikkila	x	x	x	x	x	e	x	x	x	x	x	x	11
Joe Harms	x	a	x	x	a	a	a	x	x	a	e	x	6
Jenelle Teppen	x	e	a	e	x	x	e	x	x	x	x	x	8
Nicole Bengtson	x	x	x	x	x	x	x	x	x	x	x	x	12
Bridget Sutton/Emily Ockwig	a	a	x	e	x- Josh	x	a	x	x	a	x- Emily starts	x	7
Bill Ashton	x	x	a	x	a	a	x	a	a	a	e	a	4

X = Attended meeting

A = Absent

E = Excused Absence- know prior to meeting

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

APPROVE ADDITIONAL SERVICES AGREEMENT WITH ELERT AND ASSOCIATES

Meeting Date:	May 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Regular		None
Contact:	JTeppen, Asst City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
		x	Other

PURPOSE/ACTION REQUESTED Approve additional services agreement with Elert and Associates.

SUMMARY The data lines owned by the City are currently in the ground where the public safety addition will be constructed. These particular lines run between City Hall and the Public Works Maintenance Facility. These lines support both data and phone services to Public Works.

Current staff does not have the knowledge, expertise or time to coordinate the steps necessary to ensure the relocation is successful so that we maintain an uninterrupted connection.

Elert and Associates will work with Staff, the Contractor and outside vendors (including Comcast and Qwest) on this coordination for a not to exceed figure of $6,000.

Staff recommends approval of this additional services agreement.