INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, OCTOBER 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 – October 12, 2009 Regular Council Meeting _____

   B. Resolution Approving Disbursements for Period Ending October 21, 2009 _____

   C. Certification of Delinquent Utility Bills _____

   D. Final Compensating Change Order No. 2, Final Pay Voucher No. 5, Engineer's Report of Final Acceptance, and Resolution Accepting Work for City Project No. 2008-10 – T.H. 52 East Frontage Road Ravine Storm Water Pond Improvements _____

   E. Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Report of Final Acceptance, and Resolution Accepting Work for City Project No. 2008-13 – Courthouse Boulevard Court Street Improvements _____

   F. Pay Voucher No. 4 for City Project No. 2009-09D , South Grove Urban Street Reconstruction Area 4 _____

   G. Resolution Awarding Contract for 2009 Large Storm Sewer Televising Program _____

   H. Resolution Accepting the Proposal of American Engineering Testing for Geotechnical Testing Services on Upper 55th St. for the 2010 Pavement Management Program _____

   I. Resolution Accepting the Proposal of Braun Intertec for Geotechnical Testing Services on College Trail and Blaine Avenue for the 2010 Pavement Management Program _____

   J. Approve Installation of Overhead Street Light at Cahill Avenue/Inver Grove Trail Intersection _____

   K. Consider Vibration Monitoring at 4055 59th Street _____

   L. 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;** Assessment Hearing for City Project No. 2008-09D, Urban Street Reconstruction - South Grove Area 3 _____

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. **WALMART STORES;** Consider Resolution approving a one-time hour extension to allow the store to remain open 24 hours on Thanksgiving Day _____

B. **MIKE PONE;** Consider Resolution regarding a Variance to construct a fence within the bluffline setback along the Mississippi River Critical Area for property located at 8336 River Road _____

C. **DEBRA WYLIE;** Consider Resolution regarding a Conditional Use Permit to exceed the allowed maximum impervious coverage for property located at 7036 Dawn Way Ct. _____

D. **CITY OF INVER GROVE HEIGHTS;** Consider the Second Reading of a Zoning Code Amendment relating to the maintenance and repair of Non-Conforming uses and structures _____

E. **CITY OF INVER GROVE HEIGHTS;** Consider the following actions for property along 66th Street, east of Concord Boulevard, adjacent to the swing bridge:

i) Resolution relating to a **Comprehensive Plan Amendment** to change the land use designation of the property from Mixed Use to Public Park/ Open Space _____

ii) An Ordinance Amendment relating to a **Rezoning** of the property from I-1, Limited Industry to P, Institutional. _____

ADMINISTRATION:

F. **CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance relating to Alcohol Server Training Requirements _____

G. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution adopting an Alcohol Sales Compliance Check Policy _____

H. **CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance regulating the Number and Frequency of Garage Sales _____

I. **CITY OF INVER GROVE HEIGHTS**; Consider First Reading of Electric and Gas Franchise Ordinances with Xcel Energy (NSP) _____

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, OCTOBER 12, 2009 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, October 12, 2009, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link and Deputy Clerk Rheaume.

3. PRESENTATIONS:

A. H1N1 Response Plan

Lieutenant Stanger provided an update on the City's continuity of operations plan to ensure delivery of essential services in the event of a pandemic. He stated that portions of the plan had already been implemented, including completion of individual department service assessments. He explained that informational sessions were held for employee education on the treatment and prevention of the H1N1 virus. He noted that information regarding planning for a pandemic was also placed on the City's website.

4. CONSENT AGENDA:

Mr. Allan Cederberg removed item 4B, Resolution Approving Disbursements for Period Ending October 7, 2009 and item 4M, Personnel Actions, from the Consent Agenda.

A. Minutes – September 28, 2009 Regular Council Meeting

C. Pay Voucher No. 3 for National Guard Armory Gym Floor Replacement

D. Pay Voucher No. 4 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

E. Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2008-09F, Salem Hills Farm Street Reconstruction/Mill and Overlay

F. Change Order Nos. 5, 6, and 7 for City Project No. 2009-01, Trunk Highway 3 – 80th Street Intersection Improvements

G. Approve Proposals for Lighting Revisions in Portions of the Maintenance Building and the Cold Storage Building

H. **Resolution No. 09-185** approving Addendum No. 4 for the Agreement for Professional Services with Bolton & Menk, Inc. for the Northwest Area Utility Extensions – City Project No. 2003-15

I. **Resolution No. 09-186** approving the Dakota County 2010 Community Funding Application for Waste Abatement Activities

J. **Resolution 09-187** Calling for Hearing on Proposed Assessments and **Resolution No. 09-188** Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2009

K. Schedule Special Council Meeting

L. Schedule Hearing for Liquor License Violation

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

Ayes: 5
Nays: 0 **Motion carried.**

B. Resolution Approving Disbursements for Period Ending October 7, 2009

Allan Cederberg, 1162 E. 82nd Street, questioned why a payment to Shaw-Lundquist was listed on the disbursements prior to Council approval of the item.

Mr. Lynch explained that the finance department often cuts checks in advance of Council action to expedite the payment process. He noted checks are always held by the finance department until after the City Council has approved the payment.

Motion by Klein, second by Madden, to adopt Resolution No. 09-184 approving Disbursements for Period Ending October 7, 2009

Ayes: 5
Nays: 0 Motion carried.

M. Personnel Actions

Allan Cederberg, 1162 E. 82nd Street, asked what the eleven people being hired for temporary employment would be doing.

Councilmember Piekarski Krech stated they were being hired to fill various temporary positions in the Parks and Recreation Department. She noted the eleven individuals would all be part-time, non-benefitted employees. She explained that means they only get paid for the hours they work.

Mr. Lynch stated the City employs 135 full-time employees.

Motion by Madden, second by Klein, to approve Personnel Actions

Ayes: 5
Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Jim Huffman, 4247 Denton Way, asked that a drainage issue near Ernster Park be addressed by City staff as soon as possible.

Ed Gunther, 6671 Concord Boulevard, asked if a crosswalk could be installed for pedestrians at the intersection of 69th and Cahill. He also questioned when the final assessments would be known for the Concord project.

Mr. Thureen responded that the County has not sent the final invoice for Phase Two of the Concord project and the final assessments will not be known until the invoice is received.

Allan Cederberg, 1162 E. 82nd Street, commented on the potential sale of Cameron Park for the relocation of Cameron's liquor store. He suggested that the property could be used for affordable housing rather than commercial use.

Mayor Tourville stated the City has taken a number of steps to support the establishment of affordable housing, including the creation of a Housing Task Force.

Councilmember Madden explained that the property the business was originally located on was taken by the county and the business was forced to relocate temporarily. He stated the business owner would like to reestablish his business near the location it occupied for over 100 years. He added that relocation of the business provides an opportunity to retain the existing tax base in the community.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. JAMES BROWN; Consider Resolutions for property located at 1186 90th Street:

i) Waiver of Plat to create two parcels from the existing one tax parcel
ii) Variance to allow the lots to be less than the required 2.5 acre minimum
iii) Variance to allow an accessory structure on a lot without a principle structure

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Mr. Link explained staff was directed to determine the date when the two lots were combined into one tax parcel as well as who was responsible for the subdivision, determine if access to the property is available from the east to 90th Street, and determine whether or not an easement exists on the south side of the property. He stated that the applicant's deed indicates that the property is one tax parcel with two property descriptions and no further information was discovered after review of the abstract other than confirmation that the property has been recognized as one tax parcel since 1976. He noted that the abstract indicates the property does have a legal right to utilize the existing private road for access and a 1955 survey identifies a 30-foot road easement across the southerly border of the original parcel leading to South Robert Trail. He explained both planning staff and the Planning Commission recommended denial of the request due to lack of hardship.

James Brown, 1186 90th Street, stated that other lots in the immediate area are less than 2.5 acres, including one that borders his property. He suggested that the hardship could be that he did not initiate the combination of the parcels.

Councilmember Piekarski Krech questioned what would happen if the 30-foot easement on the southern end was removed.

Mr. Link responded that the easement was included in the proposed lot size.

Councilmember Piekarski Krech commented that this lot was created before the issues and concerns with wells and septic systems were fully understood. She stated that she does not want to create another lot that is less than 2.5 acres.

Councilmember Grannis stated that he would not approve the request without a legal hardship.

Councilmember Madden stated that there are four other lots in the area that are less than 2.5 acres and the creation of two parcels would fit into the character of the neighborhood. He added that the request should be approved because there is no record of the combination.

Mayor Tourville questioned if Council could make the determination that a variance is not needed for the creation of two lots.

Mr. Kuntz responded that Council would need to make an appeal to the Planning Commission for a reinterpretation of the zoning code.

Mayor Tourville questioned why there two property descriptions for one tax parcel.

Mr. Kuntz indicated it was not unusual to have a number of legal descriptions for one parcel.

Motion by Grannis, second by Piekarski Krech, to approve resolution denying a waiver of plat to create two parcels from the existing one tax parcel, a variance to allow the lots to be less than the required 2.5 acre minimum, and a variance to allow an accessory structure on a lot without a principle structure due to lack of hardship.

Ayes: 2 (Grannis, Piekarski Krech)
Nays: 3 (Klein, Madden, Tourville) Motion failed.

Mayor Tourville commented that he would not be in favor of sending it back to the Planning Commission for a reinterpretation because they already did what they were supposed to do.

Motion by Madden to approve the resolution with the hardship being the difficulty determining how the plat came to be as it is.

Motion failed due to lack of a second.

Mr. Kuntz stated that the fact the lots were not combined by the current property owner cannot be the legal hardship because the property was purchased as one parcel.

Councilmember Piekarski Krech stated that the request cannot be approved without a hardship.

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Mr. Kuntz reviewed that the property was owned by Herb and Elsie Sacs and in October of 1955 they surveyed out ten lots, nine of which were approximately 1.5 – 2.0 acres in size. He noted that the tenth lot was three plus acres in size. He explained that when Herb Sacs died in June of 1961 there were five lots, running North and South, still owned by Herb and Elsie. He stated in 1974 Elsie Sacs remarried and still owned two of the original ten lots and when those two lots were conveyed the legal description described a single rectangle that was approximately 158,000 square feet. He explained that because of the description at the time of conveyance, a 3.63 acre lot was created and in 1977 a variance was granted to build a home with the condition that the property be rezoned as E-1.

Councilmember Piekarski Krech questioned if the property was surveyed or platted in 1955.

Mr. Kuntz stated that the property was never platted.

Councilmember Piekarski Krech clarified that the lot never was two parcels.

Mr. Brown reiterated that he wants parcels that are similar to what his neighbors have and pointed out parcels to the north of his property that were less than 2.5 acres.

Mr. Kuntz reviewed that a legal hardship must be something that is unique to the property and is a constraint to the use or ability to build on the property.

Motion by Piekarski Krech to approve the resolution denying the three requests based on lack of a hardship.

Motion failed due to lack of a second.

Mayor Tourville suggested that the item be tabled to give the applicant the opportunity to review the historical information provided by the City Attorney and identify potential hardship.

Motion by Tourville, second by Klein, to table item to November 23, 2009.

Ayes: 5
Nays: 0 Motion carried.

B. McDONALD CONSTRUCTION; Consider Resolution regarding a Conditional Use Permit to allow for 27.5% impervious surface coverage to construct a single family home, garage, sidewalk and driveway for property located at 11617 Aileron Court

Mr. Link explained the property owner would like to construct a new home, driveway, sidewalk and porch with impervious coverage of approximately 27.5%. He stated the surrounding properties are all zoned single-family and the proposed home would aesthetically fit in with the neighborhood and all of the required setbacks would be met. He noted the applicant agreed to comply with the storm water treatment conditions to help maintain the drainage and storm water runoff on the applicant's property. He stated at the public hearing there was resident testimony expressing concerns about current drainage issues in the neighborhood. He explained in response to those concerns the Engineering department requested that the applicant install a larger rain garden on the property to help mitigate the runoff for the proposed new construction. He stated that planning staff recommending approval of the request with the conditions approval identified in the resolution, including the two conditions added by Engineering staff.

Councilmember Grannis clarified that if the conditional use permit was not required the applicant could apply for a building permit to start construction immediately. He questioned if the modified rain garden would be sufficient to handle the runoff and other water issues.

Mr. Link responded that the rain garden would be able to handle all the water.

Councilmember Klein asked about the topography of the lots.

Tom Kaldunski, City Engineer, explained that there was a 30-40 foot grade differential.

Bob McDonald, McDonald Construction, stated that the applicant has already met conditions 1-12 and feels that the addition of conditions 13 and 14 is onerous because they were added to mitigate drainage

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issues on other properties. He noted the requirements for the applicant's property are met without the installation of gutters. He illustrated where the gutters are proposed to be installed and stated the gutters would not be aesthetically pleasing and the intricate system that would be required is overkill. He added the applicant already agreed to install the rain garden.

Councilmember Klein asked if Mr. McDonald completed most of the construction in the area.

Mr. McDonald responded that he was responsible for the Woodland Preserve development.

Tom Hall, 11552 Ashley Court, displayed pictures illustrating the drainage issues on his property. He explained that they previously asked for the lot to be regarded because the drainage plan does not take the road into consideration. He stated that no solution to the drainage problem has been offered and he is not in favor of the grading plan because it will increase the water flowing to his property. He added that the water was not there prior to the grading that occurred.

Mayor Tourville stated the applicant is taking a proactive approach to deal with the runoff from his property by installing a rain garden. He commented that there may be bigger issues in the neighborhood that need to be dealt with the address the drainage problems.

Lori Hall, 11552 Ashley Court, stated that McDonald Construction and the City should be held accountable for the grading issues.

Mayor Tourville stated the problem will be addressed and a neighborhood meeting would be held with city staff to get a better scope of the issues residents are encountering.

Tracy Newell, 11546 Ashley Court, stated that the majority of the water collects in the street in front of her home and the problem has gotten worse since the site was graded. She questioned how the rain garden would affect the drainage into her yard.

Mr. Kaldunski explained that rain gardens are a structure that work like a pond and are generally constructed to be able to capture a 2" rainfall. He noted that in this instance the applicant has agreed to construct a rain garden that will be able to capture a 6" rainfall. He stated the design is intended to handle all of the rain that will exceed the maximum. He explained that the intricate gutter design was proposed because the lot was not graded according to the approve grading plan so the high point is at the front of the house. He added that he would be comfortable with Mr. McDonald's revised gutter proposal.

Mr. McDonald stated he has never been asked to re-grade the lots. He explained that all the lots are designed to drain to the front because of the hill in the backyard. He reiterated that it is not reasonable to be asked to put gutters on every part of the house.

Molly Stakston, 11561 Avery Drive, questioned if the engineering department was able to determine if there was a spring that was contributing to the water issues.

Mr. Kaldunski responded that he did witness water flowing when he walked the neighborhood. He stated he prepared a hydraulic profile and found that there is some high ground water.

Mr. Hall presented e-mail correspondence indicating that the City did contact McDonald Construction about the grading issue.

Motion by Klein, second by Madden, to receive e-mail correspondence presented by Tom Hall

Ayes: 5
Nays: 0 Motion carried.

Councilmember Madden stated that the global drainage issues of the neighborhood should be addressed separate from the applicant's conditional use permit request. He added that the water is not coming from the specific lot in question.

Councilmember Klein questioned if condition number 13 would sufficiently address the drainage for the applicant's lot.

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Mr. Kaldunski responded that if the rain garden is built to handle a 100-year event it will deal with the problem.

Motion by Madden, second by Klein, to adopt resolution regarding Conditional Use Permit to allow for 27.5% impervious surface coverage to construct a single family home, garage, sidewalk and driveway for property located at 11617 Aileron Court with the removal of Condition #14
Ayes: 3 (Klein, Madden, Tourville)
Nays: 2 (Grannis, Piekarski Krech) Motion failed.

Councilmember Piekarski Krech asked if the amount of runoff would increase because of the construction.

Mr. Kaldunski stated if the lot was graded per the grading plan they would be consistent with the current plan. He added that the gutters would solve problem for other lots.

Mayor Tourville clarified that the gutters were suggested to solve problems for adjacent lots.

Mr. Thureen commented on another neighborhood and stated that staff has added conditions that require gutters in the past.

Eric Curtin, 11571 Avery Drive, questioned who would ensure things are constructed correctly.

Mayor Tourville stated a neighborhood meeting would be held to address the issues.

Neil Mulrooney, 11617 Aileron Court, stated he owns the lot being discussed and does not want to maintain a gutter system that is not needed for his property and he does not care for how the system would look on his home. He commented that he should not be burdened with solving the problems of the entire neighborhood. He added that he has complied with all of the conditions that were originally imposed upon him and agreed to install a rain garden.

Councilmember Klein asked if water was draining into his neighbors' property if he would put in gutters.

Mr. Mulrooney responded that he would and clarified that the problem is more than just his lot.

Councilmember Grannis said he cannot support the request without the installation of gutters because it is an opportunity to solve some of the problems for the whole neighborhood.

Councilmember Madden stated it is not the applicant's responsibility to solve all of the drainage problems in the neighborhood.

Mayor Tourville stated that the applicant is meeting all of the requirements for his lot without the gutters.

Councilmember Piekarski Krech expressed concern with removing the gutter condition.

Councilmember Madden stated they have no right to deny him the right to build on his property.

Mr. McDonald noted his company did not build all the houses on that street.

Motion by Tourville, second by Klein, to adopt Resolution No. 09-189 approving a Conditional Use Permit to allow for 27.5% impervious surface coverage to construct a single family home, garage, sidewalk and driveway for property located at 11617 Aileron Court with Condition #14 modified to require gutters on the back of the garage only.

Ayes: 4 (Klein, Madden, Piekarski Krech, Tourville)
Nays: 1 (Grannis) Motion carried.

C. SHEEHAN/WOODS; Consider Resolution regarding a Variance from front yard setbacks to construct a covered porch for property located at 6455 Delaney Avenue

Mr. Link explained the applicant requested a variance to construct a porch addition that would encroach within the front yard setback. He stated the proposed addition is reasonable and the setback encroachment is marginal. He noted that the setbacks within the neighborhood are not consistent and the

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proposed addition would not make the house appear out of character. He explained the hardship is that the applicant's home is located at the thirty-foot setback line and any addition would require a variance. He stated the applicant is also requesting the variance to mitigate a drainage and water damage issue.

Motion by Klein, second by Madden, to adopt Resolution No. 09-190 approving a Variance from front yard setbacks to construct a covered porch for property located at 6455 Delaney Avenue with the hardship as identified by staff

Ayes: 5
Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of a Zoning Code Amendment relating to the maintenance and repair of non-conforming uses and structures

Mr. Link stated the Minnesota Legislature changed the statute which governs non-conforming properties. He explained the amendment would allow property owners of non-conforming uses and structures more rights and flexibility than what the current code allows. He stated under the amended statute the property owner would be allowed to replace, restore, or improve the non-conforming use or structure provided they do not expand it. He added that planning staff and the Planning Commission recommended approval of the ordinance amendment.

Motion by Madden, second by Klein, to approve first reading of a zoning code amendment relating to the maintenance and repair of non-conforming uses and structures

Ayes: 5
Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider the Third Reading of a Zoning Code Amendment relating to exterior building materials in the rural zoning districts (A, E-1, E-2)

Mr. Link stated the draft ordinance had not been modified since the second reading. He explained that if the amendment were approved it would allow plastic hoop structures in the "A" and "E" zoning districts provided the lot is greater than or equal to 2.5 acres, the structure is not larger than 500 square feet, and that the minimum setback of 50 feet from all property lines is met. He noted that both planning staff and the Planning Commission recommended approval of the request.

Motion by Madden, second by Klein, to adopt Ordinance No. 1196 approving a Zoning Code Amendment relating to exterior building materials in the rural zoning districts (A, E-1, E-2)

Ayes: 5
Nays: 0 Motion carried.

PARKS AND RECREATION:

F. CITY OF INVER GROVE HEIGHTS; Consider Process in which to Value Parkland related to Private Encroachments

Mr. Carlson stated that staff developed a process in which the City would place a value on city park property. He explained each case would be handled on an individual basis to determine if there were any adverse effects in selling the public park property to the private property owner. He stated if the Council determined the land should not be sold, the private property owner would be required to remove the encroachment at the private property owner's expense. He reviewed the process that would be followed if the Council determined that the property could be sold. He explained that the value of the land would be determined via the Dakota County property web site and the City would subsequently check the value of four properties in the immediate area of the property in question plus the property currently owned by the private property owner. He further explained that the value of the property would be converted into a cost per square foot and the values would be averaged to determine an average value per square foot. He

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stated the average value would be multiplied by the square footage needed to correct the encroachment of the private land owner. He established that once the value was determined, and approved by the City Council, the private land owner would be given the opportunity to purchase the property. He noted that the private land owner would be responsible for the costs associated with the property survey, recording, preparation of legal documents, and filing fees. He stated the City Attorney would review all documents related to the sale prior to any official City Council action.

Councilmember Piekarski Krech stated that she does not want to see small pieces of land sold to accommodate encroachments and if property is sold the purchased portion should create a uniform property line.

Councilmember Madden confirmed that each case would be handled on an individual basis to eliminate establishment of a precedent.

Mr. Carlson noted that some park property may have deed restrictions that would preclude the property from being sold.

Councilmember Klein clarified that there were a number of parks that still needed to be surveyed.

Mayor Tourville stated all of the major parks have been surveyed.

Councilmember Klein confirmed that parks staff had aerial pictures of the surveyed parks so new encroachments could be easily identified in the future.

Councilmember Piekarski Krech suggested that the private property owner be responsible for all of the costs associated with the sale of the property, including the City Attorney's fees.

Mr. Carlson stated he would make the necessary changes to the process to reflect that suggestion.

NO ACTION WAS TAKEN ON THIS ITEM

PUBLIC WORKS:

G. CITY OF INVER GROVE HEIGHTS; Consider Resolution Ratifying the Revised Call for Hearing on Proposed Assessments for 2008 Pavement Management Program – 2008 Urban Street Reconstruction South Grove Area 3 – City Project No. 2008-09D

Mr. Thureen explained that there was an error in the original published notice and the hearing was rescheduled for October 26, 2009 in order to retain the desired schedule of adopting and certifying assessments in 2009.

Motion by Klein, second by Madden, to adopt Resolution No. 09-191 ratifying the revised call for hearing on proposed assessments for 2008 Pavement Management Program – 2008 Urban Street Reconstruction South Grove Area 3 – City Project No. 2008-09D

Ayes: 5
Nays: 0 Motion carried.

H. CITY OF INVER GROVE HEIGHTS; County Road 24 (66th Street) Turnback Request

Mr. Thureen explained that the turnback of 66th Street is part of the City's efforts to preserve the swing bridge. He stated the jurisdictional transfer is being done to give the City ownership of the road and bridge before the end of November, 2009. He added that the City needs ownership of the bridge to receive grants for the project. He noted that Dakota County's estimated project cost is $291,000.

Motion by Klein, second by Madden, to adopt Resolution No. 09-192 approving a transfer of ownership and approving an agreement for revocation of County Road 24 (66th Street) from Dakota County to the City of Inver Grove Heights

Ayes: 5
Nays: 0 Motion carried.

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I. CITY OF INVER GROVE HEIGHTS; Consider Resolution Authorizing Staff to Enter into the 2010 Fuel Consortium Purchase Program as Managed by the State of Minnesota

Mr. Thureen stated in 2008 the City joined a consortium of cities and counties to contract for a bulk fuel purchase for 2009. He explained the state solicited a fixed price contract for fuel. He stated the City's participation in program protects against additional costs due to extreme spikes in fuel prices. He recommended that the City continue to participate in the program in 2010.

Mr. Lynch stated that the fixed price for 2009 was approximately $2.48 per gallon and a total savings of approximately $180,000 is anticipated for 2009.

Motion by Madden, second by Klein, to adopt Resolution No. 09-193 authorizing staff to enter into the 2010 Fuel Consortium Purchase Program as managed by the State of Minnesota

Ayes: 5
Nays: 0 Motion carried.

J. CITY OF INVER GROVE HEIGHTS; Consider Resolution Awarding Contract for City Project No. 2009-29, Well No. 9

Mr. Thureen stated four contractors submitted bids and the low bid was submitted by Burschville Construction, Inc. in the amount of $440,772.90. He added that an alternate bid was also received in the amount of $38,180.00 for construction of a bituminous trail. He recommended that Council award the contract to the low bidder for the base bid and alternate number one for a grand total of $478, 952.90. He noted the engineer's estimate for the project was $595,000.

Councilmember Piekarski Krech questioned how the trail would be funded.

Mr. Carlson responded that the funds would be taken from the Park Acquisition and Development Fund.

Motion by Klein, second by Madden, to approve Resolution No. 09-194 Awarding Contract for City Project No. 2009-29, Well No. 9 to Burschville Construction, Inc. in the amount of $478,952.90

Ayes: 5
Nays: 0 Motion carried.

K. CITY OF INVER GROVE HEIGHTS; Consider Dakota County's 2010-2014 Capital Improvement Program

Mr. Thureen explained that two projects were removed from the five-year Capital Improvement Program due to financial hindrances. He stated a roundabout at T.H. 3 was added to the program and other projects had dates adjusted.

Councilmember Piekarski Krech asked if the project listed for 80th Street, east of T.H. 3 would be ready by the dates listed and if there a final design had been decided upon.

Mr. Thureen responded that the dates were adjusted because some property owners indicated a willingness to sell right now. He noted a final design would still need to be determined.

Councilmember Klein asked why the project for Argenta Trail and Highway 55 was removed from the CIP.

Mr. Thureen stated the project is part of Dakota County's transportation visioning study.

Mr. Link added that the Council would receive an update on the visioning study on November 9th.

Mayor Tourville stated that Argenta Trail and Highway 55 project should be listed on the resolution so the county does not lose sight of its importance.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 09-195 approving Dakota County's 2010-2014 Capital Improvement Program with the addition of the project at Argenta Trail and Highway 55.

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Ayes: 5
Nays: 0 Motion carried.

ADMINISTRATION:

L. CITY OF INVER GROVE HEIGHTS; City Administrator Performance Review

Mayor Tourville indicated that the performance review would be scheduled for late December or early January.

M. CITY OF INVER GROVE HEIGHTS; Consider Cost of Living Compensation Adjustment for 2009 for City Administrator

Mayor Tourville explained that the City Administrator was not included in the non-union group of employees that received a compensation adjustment on August 24, 2009 retroactive to January 1, 2009. He suggested that the City Administrator receive the same 3% increase that was approved for all non-union employees.

Motion by Madden, second by Grannis, to approve Cost of Living Compensation Adjustment retroactive to January 1, 2009 for the City Administrator

Ayes: 5
Nays: 0 Motion carried.

PARKS AND RECREATION CONT.

N. CITY OF INVER GROVE HEIGHTS; Consider Approval of Heritage Village Park Seeding Work

Mr. Carlson stated that after further research with the consultant the seed mixture and mulch specifications were modified and it was determined that rock picking would also be necessary. He explained the modifications created a slight increase in cost compared to the estimated budget amount that was reviewed by Council. He recommended that Council approve hiring Central Landscaping in the amount of $33,695 and Bonestroo in the amount of $5,989.

Councilmember Piekarski Krech commented that the cost associated with the rock picking seemed expensive.

Mr. Carlson noted that the cost is for work on 23 acres of the park.

8. <u>MAYOR AND COUNCIL COMMENTS:</u>

Councilmember Klein asked for an update regarding the street lights that were inoperable.

Mr. Lynch stated staff is working to compile a complete list of the inoperable street lights and the private companies responsible for their maintenance.

Councilmember Piekarski Krech stated she received a number of comments from residents concerned with the blacktop replacement where lights were replaced on Cahill Avenue.

Mr. Thureen stated that the replacement was temporary because crews were working around traffic to get the lights installed.

Councilmember Grannis reminded residents of the meeting with the consultant for the Golf Course Operational Assessment on October 13th from 6-7 p.m. in Community Room #1 as well as the City Administrator's budget presentation on October 14th at 6 p.m. in the Council Chambers.

Mayor Tourville asked if there were still sod replacement projects underway.

Mr. Thureen responded that sod replacement was finished until the spring.

Mayor Tourville commented on the changes to the 63rd Street Mill and Overlay project and asked that staff

address some of the confusion regarding maintenance of the sidewalk that was installed.

9. <u>ADJOURN:</u> Motion by Grannis, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 10:53 p.m.

DRAFT

AGENDA ITEM _____4B_____

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

Meeting Date:	October 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 October 9, 2009 to October 21, 2009.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending October 21, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	$258,532.91
Debt Service & Capital Projects	738,936.98
Enterprise & Internal Service	187,845.12
Escrows	13,468.10
Grand Total for All Funds	$1,198,783.11

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 October 9, 2009 to October 21, 2009 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING OCTOBER 21, 2009

WHEREAS, a list of disbursements for the period ending October 21, 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	$ 258,532.91
Debt Service & Capital Projects	738,936.98
Enterprise & Internal Service	187,845.12
Escrow	13,468.10
Grand Total for All Funds	$ 1,198,783.11

Adopted by the City Council of Inver Grove Heights this 26th day of October, 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
10/12/2009	96741	PIZZA HUT	COUNCIL WORK SESSION	101-1000-413.50-75		10/2009	97.36
						* Total	97.36
10/15/2009	96745	APA	ORDER	101-3000-419.60-18		10/2009	98.95
						* Total	98.95
10/15/2009	96755	COPY RIGHT	44819	101-4000-421.50-30		10/2009	72.76
						* Total	72.76
10/15/2009	96758	CULLIGAN	acct 157984591188	101-4200-423.60-65		10/2009	135.98
						* Total	135.98
10/15/2009	96759	CULLIGAN	acct 157984591006	101-4200-423.60-65		10/2009	81.10
						* Total	81.10
10/15/2009	96761	DAKOTA CTY PROPERTY REC	june 2009	101-2000-415.30-70		10/2009	5.76
			june 2009	101-4000-421.30-70		10/2009	15.12
			june 2009	101-5100-442.30-70		10/2009	87.04
						* Total	107.92
10/15/2009	96764	EMMERICH, JENNIFER	conference fee	101-1100-413.50-80		10/2009	25.00
						* Total	25.00
10/15/2009	96767	G & K SERVICES	7494701	101-5200-443.60-45		10/2009	103.34
			7494701	101-6000-451.60-45		10/2009	54.67
						* Total	158.01
10/15/2009	96769	GADIENT, CATHERINE	hotel - training	101-5100-442.50-80		10/2009	514.11
						* Total	514.11
10/15/2009	96770	GOVERNMENT FINANCE OFFI	id 300049482 ann lanoue	101-2000-415.50-70		10/2009	185.00
						* Total	185.00
10/15/2009	96772	HAHN, NICHOLAS	erosion certificate	101-5100-442.50-80		10/2009	215.00
						* Total	215.00
10/15/2009	96780	KIMBALL MIDWEST	123118	101-5200-443.60-16		10/2009	38.54
						* Total	38.54
10/15/2009	96783	LAVALLEY, ANNETTE	shirts embroidred	101-4000-421.60-45		10/2009	10.76
						* Total	10.76
10/15/2009	96785	LEAGUE OF MN CITIES	directory- 2 copies	101-5100-442.60-10		10/2009	105.81
						* Total	105.81
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	101-1000-413.30-40		10/2009	120.00
			client 81000E	101-1000-413.30-42		10/2009	16,887.68
			client 81000E	101-3200-419.30-42		10/2009	2,944.80
			client 81000E	101-3300-419.30-42		10/2009	40.98
			client 81000E	101-4000-421.30-42		10/2009	8.00
			client 81000E	101-4200-423.30-42		10/2009	156.00
			client 81000E	101-5000-441.30-42		10/2009	3,110.20
			client 81000E	101-5100-442.30-42		10/2009	296.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	101-6000-451.30-42		10/2009	2,255.46
						* Total	25,819.12
10/15/2009	96788	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		10/2009	17,992.50
						* Total	17,992.50
10/15/2009	96792	METROPOLITAN COUNCIL EN	SEPT 2009	101-0000-341.40-00		10/2009	60.00-
						* Total	60.00-
10/15/2009	96793	MN STATE FIRE CHIEFS AS	attendee; chris tewalt	101-4200-423.50-80		10/2009	70.00
						* Total	70.00
10/15/2009	96797	NORTHWEST LASERS, INC.	cust 143033	101-5100-442.60-65		10/2009	136.59
						* Total	136.59
10/15/2009	96799	OPTUMHEALTH FINANCIAL S	city of inver	101-1100-413.30-55		10/2009	12.30
			city of inver	101-2000-415.30-55		10/2009	28.70
			city of inver	101-3000-419.30-55		10/2009	8.30
			city of inver	101-3200-419.30-55		10/2009	4.15
			city of inver	101-3300-419.30-55		10/2009	13.95
			city of inver	101-4000-421.30-55		10/2009	66.80
			city of inver	101-5000-441.30-55		10/2009	5.65
			city of inver	101-5100-442.30-55		10/2009	42.55
			city of inver	101-6000-451.30-55		10/2009	1.92
						* Total	184.32
10/15/2009	96807	PRAIL, RYAN V	training - food	101-4000-421.50-75		10/2009	102.87
						* Total	102.87
10/15/2009	96809	PRO SAFETY SUPPLIES LLC	PR059457	101-4000-421.60-65		10/2009	238.90
						* Total	238.90
10/15/2009	96810	PRO-SERVE INC	015662	101-6000-451.60-35		10/2009	338.00
						* Total	338.00
10/15/2009	96811	REGIONS HOSPITAL	acct 7237617039035	101-4000-421.30-70		10/2009	44.87
						* Total	44.87
10/15/2009	96816	SCHADEGG, JEFFREY	food - fpn meeting	101-4200-423.50-75		10/2009	44.34
						* Total	44.34
10/15/2009	96818	SCHMELING, JOHN	erosion class	101-5100-442.50-80		10/2009	215.00
						* Total	215.00
10/15/2009	96823	STATE OF MN - CRIMINAL	cust 1298-1	101-4000-421.40-44		10/2009	390.00
						* Total	390.00
10/15/2009	96824	STREICHER'S	1666242	101-4000-421.60-40		10/2009	1,667.25
						* Total	1,667.25
10/15/2009	96826	ULI-THE URBAN LAND INST	member-tom link	101-3000-419.50-70		10/2009	250.00
						* Total	250.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/15/2009	96827	UNIFORMS UNLIMITED	ACCT I14866	101-4000-421.60-45		10/2009	116.94
						* Total	116.94
10/15/2009	96828	WEBER, JOE	replaced cell phone	101-4200-423.50-20		10/2009	128.54
						* Total	128.54
10/20/2009	96835	BUCKLEY, BRANDON	ach/rtn payroll	101-4200-423.10-30		10/2009	2,066.25
						* Total	2,066.25
10/21/2009	96836	ACE PAINT & HARDWARE	acct 1126	101-4200-423.40-40		10/2009	37.40
			acct 1126	101-4200-423.40-41		10/2009	28.82
			acct 1126	101-4200-423.60-06		10/2009	12.28
			acct 1126	101-4200-423.60-06		10/2009	12.28
			acct 1126	101-4200-423.40-40		10/2009	26.67
			acct 1126	101-4200-423.40-40		10/2009	30.19
						* Total	147.64
10/21/2009	96837	AFSCME COUNCIL 5	10/03 - 10/16	101-0000-203.10-00		10/2009	869.20
						* Total	869.20
10/21/2009	96841	AMERICAN PLANNING ASSOC	renewal-allan hunting	101-3200-419.50-70		10/2009	730.00
						* Total	730.00
10/21/2009	96843	ARROW MOWER, INC.	43573	101-5200-443.60-16		10/2009	109.90
						* Total	109.90
10/21/2009	96844	ASPEN MILLS	92559	101-4200-423.60-45		10/2009	284.85
			92560	101-4200-423.60-45		10/2009	281.35
			92561	101-4200-423.60-45		10/2009	291.35
			92562	101-4200-423.60-45		10/2009	301.35
			92563	101-4200-423.60-45		10/2009	289.35
			92564	101-4200-423.60-45		10/2009	281.35
			92565	101-4200-423.60-45		10/2009	201.95
			92566	101-4200-423.60-45		10/2009	212.61
			92575	101-4200-423.60-45		10/2009	49.95
			92696	101-4200-423.60-45		10/2009	51.79
						* Total	2,245.90
10/21/2009	96845	ATTARD COMMUNICATIONS I	labor law posters	101-1100-413.30-50		10/2009	182.00
						* Total	182.00
10/21/2009	96846	BARNA, GUZY, & STEFFEN	50003005	101-1100-413.30-43		10/2009	24.00
						* Total	24.00
10/21/2009	96848	BELLEISLE, MONICA	toner for fax	101-4200-423.60-10		10/2009	79.26
						* Total	79.26
10/21/2009	96854	BRANDT, BRIAN	membership dues-chief	101-4200-423.50-70		10/2009	40.00
						* Total	40.00
10/21/2009	96855	CARLSON, ERIC	food-parks tour night	101-6000-451.50-75		10/2009	30.85
						* Total	30.85

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2009	96857	CARTE GRAPH SYSTEMS	31581	101-5100-442.50-80		10/2009	595.00
			31631	101-5100-442.50-80		10/2009	790.00
						* Total	1,385.00
10/21/2009	96858	CASCADE SUBSCRIPTION SE	acct 6514555082	101-4200-423.50-70		10/2009	76.00
						* Total	76.00
10/21/2009	96859	CITY OF SAINT PAUL	111779	101-4000-421.40-42		10/2009	99.49
						* Total	99.49
10/21/2009	96861	COLLINS ELECTRICAL CONS	093149101	101-5200-443.40-46		10/2009	208.46
						* Total	208.46
10/21/2009	96864	DAKOTA CTY PROPERTY REC	ABSTRACT FEE	101-1100-413.50-25		10/2009	1,334.00
						* Total	1,334.00
10/21/2009	96865	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		10/2009	1,028.03
						* Total	1,028.03
10/21/2009	96866	DANNER LANDSCAPING	6975	101-5200-443.60-16		10/2009	10.69
						* Total	10.69
10/21/2009	96870	EARL F ANDERSEN INC	88998	101-5200-443.60-16		10/2009	160.31
			89134	101-5200-443.60-16		10/2009	126.64
						* Total	286.95
10/21/2009	96876	FRONTIER AG & TURF	PO1675	101-5200-443.60-16		10/2009	461.65
						* Total	461.65
10/21/2009	96877	G & K SERVICES	acct 7494701	101-5200-443.60-45		10/2009	52.48
			acct 7494701	101-6000-451.60-45		10/2009	109.24
						* Total	161.72
10/21/2009	96880	G & K SERVICES	acct 7494701	101-5200-443.60-45		10/2009	19.67
			acct 7494701	101-6000-451.60-45		10/2009	24.10
						* Total	43.77
10/21/2009	96882	GOPHER SIGN	80149	101-5200-443.60-16		10/2009	120.36
						* Total	120.36
10/21/2009	96885	HAWK LABELING SYSTEMS	174726	101-4200-423.60-65		10/2009	189.49
						* Total	189.49
10/21/2009	96887	HEALTH PARTNERS	november 2009	101-0000-203.07-00		10/2009	1,511.14
			november 2009	101-0000-203.08-00		10/2009	214.48
						* Total	1,725.62
10/21/2009	96888	HEALTH PARTNERS	november 2009	101-0000-203.07-00		10/2009	86,714.80
			november 2009	101-0000-203.08-00		10/2009	6,936.96
						* Total	93,651.76
10/21/2009	96891	HITESMAN AND ASSOCIATES	DOCUMENT SET UP	101-1100-413.30-50		10/2009	250.00
						* Total	250.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2009	96895	INVERCITY PRINTING INC	91006	101-3300-419.50-30		10/2009	242.35
			91007	101-3300-419.50-30		10/2009	337.81
			91031	101-3300-419.50-30		10/2009	294.90
						* Total	875.06
10/21/2009	96901	LANGUAGE LINE SERVICES	acct 9020909043	101-4000-421.50-20		10/2009	14.54
						* Total	14.54
10/21/2009	96902	LEAGUE OF MN CITIES	135143	101-5000-441.30-30		10/2009	1,125.00
						* Total	1,125.00
10/21/2009	96909	MN DEPT OF EMLOYMENT &	3rd qtr 2009	101-1200-414.20-70		10/2009	53.17
			3rd qtr 2009	101-3300-419.20-70		10/2009	6,792.00
			3rd qtr 2009	101-4200-423.20-70		10/2009	3,693.91-
			3rd qtr 2009	101-6000-451.20-70		10/2009	679.14
						* Total	3,830.40
10/21/2009	96910	MN SOCIETY OF PROF. ENG	member; tom kaldunski	101-5100-442.50-70		10/2009	315.00
						* Total	315.00
10/21/2009	96911	MNFIAM BOOK SALES	744	101-4200-423.60-18		10/2009	523.69
						* Total	523.69
10/21/2009	96913	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		10/2009	634.18
						* Total	634.18
10/21/2009	96922	RANTILA, JOHANNA	case 19hacv5691 & 5692	101-4000-421.30-70		10/2009	70.00
						* Total	70.00
10/21/2009	96923	RCM SPECIALTIES INC	2992	101-5200-443.40-46		10/2009	11,400.00
			2993	101-5200-443.40-46		10/2009	1,900.00
						* Total	13,300.00
10/21/2009	96924	REGINA MEDICAL CENTER	3000055	101-4000-421.30-70		10/2009	79.00
						* Total	79.00
10/21/2009	96930	SOUTH ST PAUL ANIMAL HO	JUL - SEPT	101-4000-421.70-50		10/2009	1,845.57
						* Total	1,845.57
10/21/2009	96931	SPRINT	acct 166309819	101-4000-421.50-20		10/2009	399.90
						* Total	399.90
10/21/2009	96935	STEENBERG CONSTRUCTION	264	101-4200-423.40-40		10/2009	1,000.00
						* Total	1,000.00
10/21/2009	96937	STREICHER'S	673609	101-4000-421.60-18		10/2009	539.71
			674176	101-4000-421.60-18		10/2009	639.65
						* Total	1,179.36
10/21/2009	96939	TRANS UNION LLC	acct 0924v0008542	101-1100-413.30-50		10/2009	12.30
						* Total	12.30
10/21/2009	96941	TWIN CITIES OCCUPATIONA	101597755	101-1100-413.30-50		10/2009	110.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	110.00
10/21/2009	96942	U OF M - CCE REGISTRATI	attendee; steve dodge	101-5100-442.50-80		10/2009	693.00
						* Total	693.00
10/21/2009	96943	U OF M - CCE REGISTRATI	attendee; jon schmeling	101-5100-442.50-80		10/2009	350.00
						* Total	350.00
10/21/2009	96944	UNIFORMS UNLIMITED	ACCT I14866	101-4000-421.60-45		10/2009	54.99
						* Total	54.99
10/21/2009	96945	UNITED STATES TREASURY	tax id 416005255	101-0000-203.02-00		10/2009	1.45
			tax id 416005255	101-0000-203.02-00		10/2009	24.26
						* Total	25.71
10/21/2009	96946	UNITED WAY	10/3 - 10/16	101-0000-203.13-00		10/2009	178.00
						* Total	178.00
10/21/2009	96947	US POSTAL SERVICE	STATISTIC RETRIEVAL	101-1100-413.50-32		10/2009	75.00
						* Total	75.00
10/21/2009	96948	US POSTMASTER	ADMIN MAILING	101-1100-413.50-25		10/2009	2,015.50
						* Total	2,015.50
10/21/2009	96949	USA MOBILITY WIRELESS I	ACCT 03174091	101-4000-421.50-30		10/2009	26.54
						* Total	26.54
10/21/2009	96952	VICTORY CORPS	86869	101-4200-423.60-65		10/2009	60.47
						* Total	60.47
10/21/2009	96957	WSB & ASSOCIATES, INC.	13	101-5100-442.30-30		10/2009	1,072.00
						* Total	1,072.00
10/21/2009	96958	XCEL ENERGY	acct 5152791130	101-5400-445.40-20		10/2009	8,999.77
			acct 5152791130	101-5200-443.40-20		10/2009	629.68
						* Total	9,629.45
10/21/2009	96959	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		10/2009	149.23
			acct 5164318574	101-4200-423.40-20		10/2009	1,243.44
						* Total	1,392.67
10/21/2009	96960	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		10/2009	39.85
						* Total	39.85
10/21/2009	96961	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		10/2009	125.51
						* Total	125.51
10/21/2009	96962	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		10/2009	56.10
						* Total	56.10
				89 Checks	** Fund Total		198,192.32
10/15/2009	96765	ENSEMBLE CREATIVE & MAR	SEPT 2009	201-1600-465.50-25		10/2009	1,500.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	1,500.00
10/15/2009	96789	MACVB	dues 10/1/09-9/30/10	201-1600-465.50-70		10/2009	355.00
						* Total	355.00
10/15/2009	96813	RIVER HEIGHTS CHAMBER O	acct5737	201-1600-465.30-70		10/2009	200.00
			acct5737	201-1600-465.40-65		10/2009	1,592.50
						* Total	1,792.50
				3 Checks	** Fund Total		3,647.50
10/15/2009	96792	METROPOLITAN COUNCIL EN	SEPT 2009	404-0000-217.00-00		10/2009	6,000.00
						* Total	6,000.00
				1 Checks	** Fund Total		6,000.00
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	423-5903-723.30-42	0303	10/2009	1,840.16
						* Total	1,840.16
				1 Checks	** Fund Total		1,840.16
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	425-5906-725.30-42	0506	10/2009	153.00
			client 81000E	425-5922-725.30-42	0522	10/2009	119.00
						* Total	272.00
10/21/2009	96852	BONESTROO, ROSENE, ANDE	171745	425-5906-725.30-30	0506	10/2009	288.00
						* Total	288.00
10/21/2009	96874	EMMONS & OLIVIER RESOUR	95002310	425-5907-725.80-30	0507	10/2009	790.50
						* Total	790.50
10/21/2009	96920	PROSOURCE TECHNOLOGIES,	for levander gillen	425-5906-725.30-70	0506	10/2009	164.50
						* Total	164.50
				4 Checks	** Fund Total		1,515.00
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	427-5917-727.30-42	0717	10/2009	85.00
						* Total	85.00
10/21/2009	96840	AMERICAN ENGINEERING TE	45669	427-5917-727.30-34	0717	10/2009	1,528.50
						* Total	1,528.50
				2 Checks	** Fund Total		1,613.50
10/15/2009	96781	KIMLEY-HORN & ASSOCIATE	3968328	428-5908-728.30-30	0808	10/2009	1,089.15
			3968328A	428-5911-728.30-30	0811	10/2009	4,300.95
						* Total	5,390.10
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	428-5911-728.30-42	0811	10/2009	1,214.10
						* Total	1,214.10
10/21/2009	96840	AMERICAN ENGINEERING TE	45670	428-5908-728.30-34	0808	10/2009	1,297.70
						* Total	1,297.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2009	96850	BITUMINOUS ROADWAYS, IN	courthouse blvd	428-5913-728.80-30	0813	10/2009	4,879.39
						* Total	4,879.39
10/21/2009	96851	BKV GROUP, INC.	26629	428-5918-728.30-20	0818	10/2009	1,440.00
			26630	428-5918-728.30-20	0818	10/2009	10,052.64
			26631	428-5918-728.30-20	0818	10/2009	3,600.00
						* Total	15,092.64
10/21/2009	96900	KRECH, O'BRIEN, MUELLER	81530115943	428-5918-728.30-70	0818	10/2009	8,016.20
						* Total	8,016.20
10/21/2009	96928	S. M. HENTGES & SONS, I	frontage road ravine imp	428-5910-728.80-30	0810	10/2009	52,668.06
						* Total	52,668.06
				7 Checks	** Fund Total		88,558.19
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	429-5901-729.30-42	0901	10/2009	40.50
			client 81000E	429-5929-729.30-42	0929	10/2009	17.00
						* Total	57.50
10/21/2009	96852	BONESTROO, ROSENE, ANDE	171746	429-5908-729.30-30	0908	10/2009	6,686.37
			171747	429-5929-729.30-30	0929	10/2009	7,090.60
			171748	429-5923-729.30-30	0923	10/2009	208.00
						* Total	13,984.97
10/21/2009	96904	MALACOLOGICAL CONSULTAN	200914	429-5924-729.30-70	0924	10/2009	17,836.18
						* Total	17,836.18
10/21/2009	96929	SHORT ELLIOTT HENDRICKS	223190	429-5924-729.30-70	0924	10/2009	36,338.45
						* Total	36,338.45
10/21/2009	96957	WSB & ASSOCIATES, INC.	14	429-5901-729.30-30	0901	10/2009	402.00
						* Total	402.00
				5 Checks	** Fund Total		68,619.10
10/21/2009	96840	AMERICAN ENGINEERING TE	45671	440-5900-740.30-34	0809G	10/2009	2,345.35
			acct 210365	440-5900-740.30-34	0909D	10/2009	4,961.50
						* Total	7,306.85
10/21/2009	96842	ARCON CONSTRUCTION CO I	south grove	440-5900-740.80-30	0909D	10/2009	553,504.08
						* Total	553,504.08
10/21/2009	96955	WINDSCAPES	BACK OUT	440-5900-740.30-70	0809H	10/2009	9,777.60-
			97508	440-5900-740.30-70	0809H	10/2009	9,777.60
			97508	440-5900-740.40-46		10/2009	9,777.60
						* Total	9,777.60
				3 Checks	** Fund Total		570,588.53
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	446-5915-746.30-42	0315	10/2009	202.50
						* Total	202.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				1 Checks	** Fund Total		202.50
10/15/2009	96767	G & K SERVICES	7494701	501-7100-512.60-45		10/2009	28.48
						* Total	28.48
10/15/2009	96799	OPTUMHEALTH FINANCIAL S	city of inver	501-7100-512.30-55		10/2009	23.43
						* Total	23.43
10/21/2009	96836	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		10/2009	12.80
			cust 1126	501-7100-512.60-16		10/2009	23.50
			cust 1126	501-7100-512.60-16		10/2009	13.46
						* Total	49.76
10/21/2009	96843	ARROW MOWER, INC.	cust 1126	501-7100-512.60-16		10/2009	43.12
						* Total	43.12
10/21/2009	96877	G & K SERVICES	acct 7494701	501-7100-512.60-45		10/2009	28.48
						* Total	28.48
10/21/2009	96880	G & K SERVICES	acct 7494701	501-7100-512.60-45		10/2009	38.43
						* Total	38.43
10/21/2009	96907	MIDWEST TESTING	1357	501-7100-512.40-42		10/2009	2,271.50
						* Total	2,271.50
10/21/2009	96909	MN DEPT OF EMLOYMENT &	3rd qtr 2009	501-7100-512.20-70		10/2009	1,966.02
						* Total	1,966.02
10/21/2009	96932	SPRINT	acct 842483314	501-7100-512.50-20		10/2009	276.36
						* Total	276.36
10/21/2009	96956	WOODS CONSTRUCTION & CA	REPAIRS	501-7100-512.40-40		10/2009	3,500.00
						* Total	3,500.00
10/21/2009	96963	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		10/2009	478.30
			acct 5160987097	501-7100-512.40-20		10/2009	19,306.51
						* Total	19,784.81
				11 Checks	** Fund Total		28,010.39
10/15/2009	96767	G & K SERVICES	7494701	502-7200-514.60-45		10/2009	12.21
						* Total	12.21
10/15/2009	96799	OPTUMHEALTH FINANCIAL S	city of inver	502-7200-514.30-55		10/2009	15.62
						* Total	15.62
10/21/2009	96877	G & K SERVICES	acct 7494701	502-7200-514.60-45		10/2009	12.21
						* Total	12.21
10/21/2009	96878	G & K SERVICES	acct 1082121	502-7200-514.60-45		10/2009	739.80
						* Total	739.80
10/21/2009	96880	G & K SERVICES	acct 7494701	502-7200-514.60-45		10/2009	16.47

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	16.47
10/21/2009	96906	METROPOLITAN COUNCIL	910769	502-7200-514.40-15		10/2009	114,043.79
						* Total	114,043.79
10/21/2009	96926	ROMANS, PATRICIA	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2009	1,075.14
						* Total	1,075.14
10/21/2009	96963	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		10/2009	232.98
						* Total	232.98
				8 Checks	** Fund Total		116,148.22
10/15/2009	96746	ARTHUR J GALLAGHER RISK	456433	503-8500-526.50-14		10/2009	1,956.72
						* Total	1,956.72
10/15/2009	96760	CUSHMAN MOTOR COMPANY I	147969	503-8400-525.40-41		10/2009	73.12
			147970	503-8400-525.40-41		10/2009	125.13
						* Total	198.25
10/15/2009	96762	DAKOTA ELECTRIC ASSN	acct2013605	503-8600-527.40-20		10/2009	173.73
						* Total	173.73
10/15/2009	96768	G & K SERVICES	acct 0157401	503-8600-527.60-45		10/2009	80.23
			acct 0157401	503-8600-527.60-45		10/2009	86.20
						* Total	166.43
10/15/2009	96771	GRANDMA'S BAKERY	7494701	503-8300-524.76-05		10/2009	36.13
			7494701	503-8300-524.76-05		10/2009	31.35
			7494701	503-8300-524.76-05		10/2009	22.22
						* Total	89.70
10/15/2009	96778	JOHN'S AUTO SHOP	692025	503-8600-527.40-42		10/2009	235.30
						* Total	235.30
10/15/2009	96779	JOHN'S AUTO SHOP	acct 11931	503-8600-527.40-42		10/2009	508.00
						* Total	508.00
10/15/2009	96784	LAWSON PRODUCTS, INC.	acct 0295547	503-8600-527.40-42		10/2009	182.31
						* Total	182.31
10/15/2009	96794	MTI DISTRIBUTING CO	acct 402307	503-8600-527.40-42		10/2009	64.31
			acct 402307	503-8600-527.60-14		10/2009	56.86
			acct 402307	503-8600-527.40-42		10/2009	58.52
			acct 402307	503-8600-527.60-08		10/2009	238.53
			acct 402307	503-8600-527.60-08		10/2009	655.59
			acct 402307	503-8600-527.60-08		10/2009	1,650.40
			acct 402307	503-8600-527.40-42		10/2009	101.05
			acct 402307	503-8600-527.40-42		10/2009	57.90
			acct 402307	503-8600-527.40-42		10/2009	12.51
						* Total	2,895.67
10/15/2009	96795	NAPA OF INVER GROVE HEI	act 301	503-8600-527.40-42		10/2009	61.99

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/15/2009	96795	NAPA OF INVER GROVE HEI	act 301	503-8600-527.40-42		10/2009	34.90
			act 301	503-8600-527.60-40		10/2009	44.45
			act 301	503-8600-527.40-42		10/2009	44.87
			act 301	503-8600-527.40-42		10/2009	950.45
			act 301	503-8600-527.40-42		10/2009	56.33
			act 301	503-8600-527.40-42		10/2009	65.55
			act 301	503-8600-527.40-42		10/2009	27.06-
						* Total	1,231.48
10/15/2009	96796	NATURE CALLS, INC.	14060	503-8600-527.40-65		10/2009	102.75
						* Total	102.75
10/15/2009	96799	OPTUMHEALTH FINANCIAL S	city of inver	503-8500-526.30-55		10/2009	4.15
			city of inver	503-8600-527.30-55		10/2009	11.30
						* Total	15.45
10/15/2009	96800	OTNESS, LEON	office supplies	503-8000-521.60-10		10/2009	169.89
			office supplies	503-8200-523.76-40		10/2009	36.21
						* Total	206.10
10/15/2009	96805	PING	9965160	503-8200-523.76-25		10/2009	283.70
			9967518	503-8200-523.76-25		10/2009	104.85
						* Total	388.55
10/15/2009	96806	PLAISTED COMPANIES, INC	acct inverwood	503-8600-527.60-20		10/2009	742.00
						* Total	742.00
10/15/2009	96808	PRECISION TURF & CHEMIC	33709	503-8600-527.60-30		10/2009	1,032.41
						* Total	1,032.41
10/15/2009	96817	SCHAEFFER MFG CO	HV1001INV1	503-8600-527.60-22		10/2009	903.90
						* Total	903.90
10/15/2009	96820	SOUTH BAY DESIGN	QTR HOSTING	503-8500-526.50-25		10/2009	180.00
						* Total	180.00
10/21/2009	96839	ALL STAR PRO GOLF, INC.	acct 210365	503-8200-523.76-30		10/2009	58.61
						* Total	58.61
10/21/2009	96879	G & K SERVICES	acct 0157401	503-8600-527.60-45		10/2009	80.23
						* Total	80.23
10/21/2009	96884	GRANDMA'S BAKERY	973705	503-8300-524.76-05		10/2009	25.40
						* Total	25.40
10/21/2009	96905	MENARDS - WEST ST. PAUL	acct 30170265	503-8600-527.40-40		10/2009	71.98
						* Total	71.98
10/21/2009	96909	MN DEPT OF EMLOYMENT &	3rd qtr 2009	503-8600-527.20-70		10/2009	274.23
						* Total	274.23
10/21/2009	96917	PERFORMANCE DRAFT BEER	101396JJ	503-8300-524.40-42		10/2009	30.00
						* Total	30.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2009	96938	TDS METROCOM	act 6514573667	503-8500-526.50-20		10/2009	247.44
						* Total	247.44
				25 Checks	** Fund Total		11,996.64
10/15/2009	96775	INDEPENDENT SCHOOL DIST	lunch & trip	504-0000-227.10-00		10/2009	1,536.00
						* Total	1,536.00
10/15/2009	96777	INVER GROVE HEIGHTS SEN	memberships	504-0000-227.10-00		10/2009	64.00
						* Total	64.00
10/15/2009	96791	MAYER ARTS INC	JULY 28	504-6100-452.30-70	R20680	10/2009	1,732.50
			SEPT 28	504-6100-452.30-70	R20920	10/2009	546.00
						* Total	2,278.50
10/15/2009	96799	OPTUMHEALTH FINANCIAL S	city of inver	504-6100-452.30-55	R90100	10/2009	7.90
						* Total	7.90
10/15/2009	96815	ROBINSON, ISHMAEL	class	504-0000-347.00-00	R40185	10/2009	33.00
						* Total	33.00
10/15/2009	96819	SKYHAWKS SPORTS ACADEMY	309921832	504-6100-452.30-70	R40650	10/2009	1,550.00
						* Total	1,550.00
10/15/2009	96821	SOUTH ST PAUL UMPIRES A	FALL	504-6100-452.30-70	R50100	10/2009	2,106.00
						* Total	2,106.00
10/21/2009	96875	ESPINOZA, MARIA	ccanceled	504-0000-347.00-00	R41050	10/2009	10.00
						* Total	10.00
10/21/2009	96909	MN DEPT OF EMLOYMENT &	3rd qtr 2009	504-6100-452.20-70	R60100	10/2009	9.71-
						* Total	9.71-
				9 Checks	** Fund Total		7,575.69
10/15/2009	96743	AMERICAN CANCER SOCIETY	proceeds	505-0000-352.02-00	C15500	10/2009	500.00
						* Total	500.00
10/15/2009	96744	AMERICAN INCOME	arts & craft show	505-0000-352.25-00	C15500	10/2009	25.00
						* Total	25.00
10/15/2009	96752	CHAMPIONSHIP PRODUCTS	27326	505-6200-453.60-65	C10000	10/2009	212.50
						* Total	212.50
10/15/2009	96754	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	10/2009	74.95
						* Total	74.95
10/15/2009	96756	CRARY, AMY	food- womens expo	505-6200-453.60-65	C15500	10/2009	12.72
						* Total	12.72
10/15/2009	96790	MARTIN, SARA	class canceled	505-0000-352.35-00	C71000	10/2009	49.00
						* Total	49.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/15/2009	96799	OPTUMHEALTH FINANCIAL S	city of inver	505-6200-453.30-55	C50000	10/2009	32.38
						* Total	32.38
10/15/2009	96803	PETTY CASH - TERI O'CON	hockey season	505-0000-101.04-00		10/2009	1,500.00
						* Total	1,500.00
10/15/2009	96812	RICE SOUND & SERVICE IN	041724	505-6200-453.40-42	C70000	10/2009	170.37
						* Total	170.37
10/15/2009	96831	WINNIE, CADEE	duplicate vendor expo	505-0000-207.03-00		10/2009	2.66
			duplicate vendor expo	505-0000-352.25-00	C15500	10/2009	37.34
						* Total	40.00
10/15/2009	96832	XCEL ENERGY	acct 51686798487	505-6200-453.40-10	C25000	10/2009	2,668.36
			acct 51686798487	505-6200-453.40-20	C25000	10/2009	22,552.42
						* Total	25,220.78
10/21/2009	96836	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-16	C25000	10/2009	2.40
			cust 1126	505-6200-453.60-16	C21000	10/2009	15.36
			cust 1126	505-6200-453.60-16	C21000	10/2009	9.49-
						* Total	8.27
10/21/2009	96838	AL'S COFFEE COMPANY	69925	505-6200-453.76-10	C30100	10/2009	213.95
						* Total	213.95
10/21/2009	96847	BECKER ARENA PRODUCTS,	75924	505-6200-453.60-16	C21000	10/2009	1,398.44
						* Total	1,398.44
10/21/2009	96855	CARLSON, ERIC	EXPENSE REPORT	505-6200-453.60-65	C10000	10/2009	89.95
						* Total	89.95
10/21/2009	96860	COCA COLA BOTTLING COMP	outlet 3291552	505-6200-453.60-65	C30200	10/2009	66.00
			outlet 3291552	505-6200-453.76-10	C30200	10/2009	147.10
			outlet 3291554	505-6200-453.76-10	C30100	10/2009	479.30
						* Total	692.40
10/21/2009	96862	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	10/2009	179.01
						* Total	179.01
10/21/2009	96881	GLEWWE DOORS	147035	505-6200-453.60-16	C21000	10/2009	134.00
						* Total	134.00
10/21/2009	96883	GRAINGER	acct 806460150	505-6200-453.60-16	C25000	10/2009	29.51
			acct 806460150	505-6200-453.60-16	C21000	10/2009	3.76
			acct 806460150	505-6200-453.60-16	C21000	10/2009	301.96
			acct 806460150	505-6200-453.60-11	C25000	10/2009	162.96
			acct 806460150	505-6200-453.60-11	C25000	10/2009	28.34
			acct 806460150	505-6200-453.60-16	C25000	10/2009	41.55
			acct 806460150	505-6200-453.60-16	C21000	10/2009	287.99
			acct 806460150	505-6200-453.60-11	C25000	10/2009	47.62
			acct 806460150	505-6200-453.60-11	C25000	10/2009	496.33
						* Total	1,400.02

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2009	96886	HAWKINS, INC.	acct 108815	505-6200-453.60-15	C25000	10/2009	1,763.45
						* Total	1,763.45
10/21/2009	96890	HILLYARD INC	6061031	505-6200-453.60-11	C21000	10/2009	47.80
						* Total	47.80
10/21/2009	96892	HOME DEPOT CREDIT SERVI	acct 6035322017128343	505-6200-453.60-16	C21000	10/2009	32.55
						* Total	32.55
10/21/2009	96893	IDEARC MEDIA CORP	acct 390001924527	505-6200-453.50-25	C91000	10/2009	234.00
						* Total	234.00
10/21/2009	96896	JOHNSON CONTROLS	63169874	505-6200-453.40-40	C25000	10/2009	2,898.17
						* Total	2,898.17
10/21/2009	96899	KOSHERINA, SANDRA	class canceled	505-0000-352.35-00	C51000	10/2009	49.00
						* Total	49.00
10/21/2009	96909	MN DEPT OF EMLOYMENT &	3rd qtr 2009	505-6200-453.20-70	C70000	10/2009	7,529.51
						* Total	7,529.51
10/21/2009	96912	MONEY MAILER OF THE TWI	3788	505-6200-453.50-25	C91000	10/2009	599.00
						* Total	599.00
10/21/2009	96915	OXYGEN SERVICE COMPANY,	03124741	505-6200-453.60-65	C16000	10/2009	12.18
						* Total	12.18
10/21/2009	96918	PIONEER PRESS	acct 414398	505-6200-453.50-25	C91000	10/2009	309.26
						* Total	309.26
10/21/2009	96921	PUSH PEDAL PULL	20021	505-6200-453.40-42	C70000	10/2009	805.00
						* Total	805.00
10/21/2009	96925	RIVER HEIGHTS CHAMBER O	27634	505-6200-453.50-30	C91000	10/2009	55.00
						* Total	55.00
10/21/2009	96927	RYCO SUPPLY COMPANY	31101	505-6200-453.60-11	C21000	10/2009	63.80
						* Total	63.80
10/21/2009	96933	SPRUNG SERVICES	58064	505-6200-453.40-40	C25000	10/2009	630.50
						* Total	630.50
10/21/2009	96936	STERICYCLE INC	cust 2003272	505-6200-453.40-25	C10000	10/2009	211.33
						* Total	211.33
10/21/2009	96951	VANCO SERVICES LLC	3873731	505-6200-453.70-60	C10100	10/2009	37.40
			3904043	505-6200-453.70-60	C10100	10/2009	35.45
						* Total	72.85
10/21/2009	96953	VISTAR CORPORATION	26581825	505-6200-453.60-65	C30100	10/2009	57.73
			26581825	505-6200-453.76-05	C30100	10/2009	1,142.82
			26581830	505-6200-453.76-05	C16000	10/2009	252.11
			26588009	505-6200-453.76-05	C30200	10/2009	56.00-

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2009	96953	VISTAR CORPORATION	26636382	505-6200-453.60-65	C30100	10/2009	32.61
			26636382	505-6200-453.76-05	C30100	10/2009	337.71
			26636383	505-6200-453.76-05	C30200	10/2009	83.28
						* Total	1,850.26
				36 Checks	** Fund Total		49,117.40
10/15/2009	96799	OPTUMHEALTH FINANCIAL S	city of inver	602-2100-415.30-55		10/2009	.70
						* Total	.70
10/21/2009	96903	LEAGUE OF MN CITIES INS	lmcit claim 11060761	602-2100-415.70-20		10/2009	1,000.00
						* Total	1,000.00
				2 Checks	** Fund Total		1,000.70
10/15/2009	96742	ACE PAINT & HARDWARE	16779	603-5300-444.40-41		10/2009	18.68
						* Total	18.68
10/15/2009	96747	ASTLEFORD INT'L & ISUZU	T296258	603-0000-145.50-00		10/2009	40.74
						* Total	40.74
10/15/2009	96748	BOYER TRUCKS - PARTS DI	acct c20390	603-5300-444.40-41		10/2009	13.18
			acct c20390	603-5300-444.40-41		10/2009	29.19
			acct c20390	603-5300-444.40-41		10/2009	292.41
			acct c20390	603-5300-444.40-41		10/2009	222.64
			acct c20390	603-5300-444.40-41		10/2009	74.32
						* Total	631.74
10/15/2009	96749	C.J. SPRAY, INC.	556156	603-5300-444.40-41		10/2009	53.44
						* Total	53.44
10/15/2009	96751	CARQUEST OF ROSEMOUNT	1596109333	603-5300-444.60-12		10/2009	12.63
			1596109334	603-5300-444.40-41		10/2009	469.59
			1596109349	603-5300-444.40-41		10/2009	7.77
			1596109390	603-0000-145.50-00		10/2009	85.52
			1596109433	603-5300-444.40-41		10/2009	7.77-
			1596109434	603-0000-145.50-00		10/2009	18.55
			1596109469	603-5300-444.40-41		10/2009	152.68-
			1596109537	603-0000-145.50-00		10/2009	24.03
			1596109562	603-0000-145.50-00		10/2009	78.78
			1596109716	603-0000-145.50-00		10/2009	71.86
			1596109716	603-5300-444.60-12		10/2009	3.14
			1596109831	603-5300-444.40-41		10/2009	4.30
			1596109885	603-5300-444.40-41		10/2009	8.83
			1596109958	603-5300-444.60-12		10/2009	21.29
			1596109964	603-0000-145.50-00		10/2009	23.12
			1596109965	603-0000-145.50-00		10/2009	28.79
			1596110087	603-5300-444.40-41		10/2009	28.93
			1596110111	603-0000-145.50-00		10/2009	23.45
			1596110172	603-5300-444.40-41		10/2009	54.38
			1596110230	603-5300-444.40-41		10/2009	14.09
			1596110317	603-0000-145.50-00		10/2009	42.69
						* Total	861.29

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/15/2009	96766	FACTORY MOTOR PARTS COM	13184335	603-5300-444.40-41		10/2009	277.62-
			13186393	603-5300-444.40-41		10/2009	6.25-
			13188432	603-0000-145.50-00		10/2009	138.83
			13188432	603-5300-444.40-41		10/2009	12.50
			13189613	603-5300-444.40-41		10/2009	327.59
			13192916	603-5300-444.40-41		10/2009	19.50-
						* Total	175.55
10/15/2009	96767	G & K SERVICES	7494701	603-5300-444.40-65		10/2009	108.94
			7494701	603-5300-444.60-45		10/2009	41.51
						* Total	150.45
10/15/2009	96773	HARMON AUTOGLASS - ROSE	10446139	603-5300-444.40-41		10/2009	61.25
						* Total	61.25
10/15/2009	96774	HOSE / CONVEYORS INC	4915	603-5300-444.40-41		10/2009	59.66
						* Total	59.66
10/15/2009	96776	INVER GROVE FORD	5020717	603-5300-444.40-41		10/2009	64.94
						* Total	64.94
10/15/2009	96782	KREMER SPRING SERVICES	39465	603-5300-444.40-41		10/2009	1,102.66
			39572	603-5300-444.40-41		10/2009	1,587.86
						* Total	2,690.52
10/15/2009	96801	OXYGEN SERVICE COMPANY,	acct 4393	603-5300-444.60-12		10/2009	22.56
			acct 4393	603-5300-444.60-12		10/2009	18.06
						* Total	40.62
10/15/2009	96814	ROAD RESCUE EMERGENCY V	8922	603-5300-444.40-41		10/2009	23.28
						* Total	23.28
10/15/2009	96822	ST. JOSEPH EQUIPMENT, I	SI74246	603-5300-444.40-41		10/2009	28.61
						* Total	28.61
10/15/2009	96825	TURFWERKS	OI19112	603-5300-444.40-41		10/2009	441.85
			SI20713	603-5300-444.40-41		10/2009	1,945.02
						* Total	2,386.87
10/15/2009	96830	WESTERN PETROLEUM COMPA	0119258	603-0000-145.50-00		10/2009	662.84
						* Total	662.84
10/15/2009	96833	ZEE MEDICAL SERVICE	54188233	603-5300-444.60-65		10/2009	66.60
						* Total	66.60
10/21/2009	96853	BOYER TRUCKS - PARTS DI	333523	603-5300-444.40-41		10/2009	38.96
			333995	603-5300-444.40-41		10/2009	2.57
			333995X1	603-5300-444.40-41		10/2009	38.19
			334293	603-5300-444.40-41		10/2009	3.21
			335921	603-5300-444.40-41		10/2009	292.41
			336110X1	603-5300-444.40-41		10/2009	292.41
						* Total	667.75

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2009	96856	CARQUEST OF ROSEMOUNT	acct 614420	603-0000-145.50-00		10/2009	191.73
			acct 614420	603-5300-444.40-41		10/2009	8.44
			acct 614420	603-5300-444.40-41		10/2009	8.84
			acct 614420	603-5300-444.40-41		10/2009	57.58
			acct 614420	603-5300-444.40-41		10/2009	22.51
			acct 614420	603-5300-444.40-41		10/2009	330.65
			acct 614420	603-5300-444.40-41		10/2009	12.39
						* Total	632.14
10/21/2009	96863	COMPUTERIZED FLEET ANAL	10562	603-5300-444.40-42		10/2009	1,595.00
						* Total	1,595.00
10/21/2009	96868	DEY DISTRIBUTING	DMI4161801	603-5300-444.40-40		10/2009	13.84
						* Total	13.84
10/21/2009	96869	DON PIEHL	1496	603-5300-444.60-40		10/2009	585.98
						* Total	585.98
10/21/2009	96872	ELECTRIC FIRE & SECURIT	65435	603-5300-444.40-40		10/2009	75.00
						* Total	75.00
10/21/2009	96873	EMERGENCY AUTOMOTIVE TE	CS09220960	603-5300-444.40-41		10/2009	141.08
						* Total	141.08
10/21/2009	96876	FRONTIER AG & TURF	W00302	603-5300-444.40-42		10/2009	39.50
						* Total	39.50
10/21/2009	96877	G & K SERVICES	acct 7494701	603-5300-444.40-65		10/2009	109.12
			acct 7494701	603-5300-444.60-45		10/2009	197.49
						* Total	306.61
10/21/2009	96880	G & K SERVICES	acct 7494701	603-5300-444.40-65		10/2009	80.07
			acct 7494701	603-5300-444.60-45		10/2009	29.43
						* Total	109.50
10/21/2009	96894	INVER GROVE FORD	acct 7494701	603-5300-444.40-41		10/2009	47.48
						* Total	47.48
10/21/2009	96897	KIMBALL MIDWEST	1218343	603-0000-145.50-00		10/2009	103.97
			1218343	603-5300-444.40-41		10/2009	51.80
			1218343	603-5300-444.60-12		10/2009	865.12
						* Total	1,020.89
10/21/2009	96898	KIMBALL MIDWEST	1242284	603-5300-444.60-12		10/2009	84.91
			1245453	603-5300-444.60-12		10/2009	38.54
						* Total	123.45
10/21/2009	96914	NORTHLAND CHEMICAL CORP	5026595	603-5300-444.60-12		10/2009	185.73
						* Total	185.73
10/21/2009	96919	POMP'S TIRE SERVICE, IN	119837	603-0000-145.50-00		10/2009	799.42
			99723	603-5300-444.60-14		10/2009	383.51
						* Total	1,182.93

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2009	96934	ST. JOSEPH EQUIPMENT, I	SI74352	603-5300-444.40-41		10/2009	109.34
			SI74398	603-5300-444.40-41		10/2009	42.31
						* Total	151.65
10/21/2009	96940	TURFWERKS	acct t11270	603-5300-444.40-41		10/2009	154.33
						* Total	154.33
10/21/2009	96954	WESTERN PETROLEUM COMPA	0125889	603-0000-145.50-00		10/2009	435.57
						* Total	435.57
10/21/2009	96958	XCEL ENERGY	acct 5152791130	603-5300-444.40-20		10/2009	1,439.49
			acct 5152791130	603-5300-444.40-10		10/2009	83.61
						* Total	1,523.10
10/21/2009	96964	ZARNOTH BRUSH WORKS	0124907	603-0000-145.50-00		10/2009	1,210.89
						* Total	1,210.89
10/21/2009	96966	ZIEGLER INC	SW100106824	603-5300-444.40-40		10/2009	1,054.77
						* Total	1,054.77
				38 Checks	** Fund Total		19,274.27
10/21/2009	96849	BETTS, BETH	1041	605-3100-419.30-70		10/2009	379.28
						* Total	379.28
10/21/2009	96889	HILLYARD INC	cust 274069	605-3100-419.60-11		10/2009	197.78
						* Total	197.78
10/21/2009	96950	USA MOBILITY WIRELESS I	ACCT 03174935	605-3100-419.40-65		10/2009	4.89
						* Total	4.89
10/21/2009	96965	ZEE MEDICAL SERVICE	54188232	605-3100-419.60-65		10/2009	91.12
						* Total	91.12
				4 Checks	** Fund Total		673.07
10/15/2009	96753	CIVICPLUS	72561	606-1400-413.30-70		10/2009	1,650.00
						* Total	1,650.00
10/15/2009	96763	EASTON, DIANE	meals - training	606-1400-413.50-75		10/2009	37.68
						* Total	37.68
10/15/2009	96769	GADIENT, CATHERINE	hotel - training	606-1400-413.50-75		10/2009	242.60
						* Total	242.60
10/21/2009	96867	DELL MARKETING	acct 019368783	606-1400-413.60-41		10/2009	1,421.43
						* Total	1,421.43
10/21/2009	96871	EASTON, DIANE	usb hub	606-1400-413.60-10		10/2009	32.12
						* Total	32.12
10/21/2009	96909	MN DEPT OF EMLOYMENT &	3rd qtr 2009	606-1400-413.20-70		10/2009	7,358.00
						* Total	7,358.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				6 Checks	** Fund Total		10,741.83
10/15/2009	96757	CULLIGAN	acct 157984732428	702-0000-228.63-00		10/2009	40.07
						* Total	40.07
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	702-0000-228.23-00		10/2009	110.00
			client 81000E	702-0000-228.66-00		10/2009	22.00
			client 81000E	702-0000-228.73-00		10/2009	101.00
			client 81000E	702-0000-228.80-00		10/2009	411.00
						* Total	644.00
10/15/2009	96804	PIEKARSKI-KRECH, ROSEMA	hydrant permit 200905	702-0000-229.43-00		10/2009	463.70
						* Total	463.70
10/15/2009	96829	WEIS BUILDERS INC	hyrdrant permit 200906	702-0000-229.43-00		10/2009	716.77
						* Total	716.77
10/15/2009	96834	ZEIGLER CUSTOM HOMES	escrow 11045 alameda ave	702-0000-229.98-00		10/2009	2,500.00
						* Total	2,500.00
10/21/2009	96916	PATRICIA NICKLESON ENTE	a & w restaurant	702-0000-230.01-00		10/2009	6,465.56
						* Total	6,465.56
10/21/2009	96957	WSB & ASSOCIATES, INC.	13	702-0000-230.44-00		10/2009	1,728.00
			14	702-0000-230.44-00		10/2009	886.00
						* Total	2,614.00
				7 Checks	** Fund Total		13,444.10
10/15/2009	96787	LEVANDER, GILLEN & MILL	client 81000E	703-5500-446.30-42		10/2009	24.00
						* Total	24.00
				1 Checks	** Fund Total		24.00
				263 Checks	*** Bank Total		1,198,783.11
				263 Checks	*** Grand Total		1,198,783.11

AGENDA ITEM 4C

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

Certification of Delinquent Utility Bills

Meeting Date:	October 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Angie Delgado 651-450-2520		Amount included in current budget
Prepared by:	Angie Delgado, Accounting Tech.		Budget amendment requested
Reviewed by:	Ann Lanoue, Finance Director		FTE included in current complement
			New FTE requested – N/A
		x	Other

PURPOSE/ACTION REQUESTED

Approve the resolution certifying delinquent unpaid water and sewer charges to the County to be collected with the other taxes on the property.

SUMMARY

It is our standard practice to certify unpaid, delinquent utility bills to the County to be levied against the respective properties for collection in one year. The City's Administrative Code, Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified to the County Auditor. Before such certification, delinquencies will be notified by mail of the amount due and the fact that the delinquency will be certified if not paid by October 10th. The certification shall include a charge of 8% of the delinquent bill to cover administrative handling, plus 8% interest on the unpaid balance.

Each delinquent account was mailed a notice stating that the amount unpaid would be certified as a one year assessment, payable in 2010. The unpaid balance would have 8% added as interest and 8% added as an administrative handling fee.

The delinquent notices are in addition to reminder notices of unpaid balances mailed monthly throughout the entire year. This procedure is consistent with past years.

The total amount to be certified this year (which includes the 8% administrative charge and the 8% interest) is $405,186 which is $183,465 higher than the last year. The total amount includes $222,606.00 for Skyline Village which is $192,400 greater than the $30,206 certified for Skyline in 2008. If not for the amount to be certified for Skyline Village, we would be certifying $8,935 less than in 2008.

In comparing this to prior years, we certified in 2008, $221,721.00, in 2007, $243,488.00, in 2006, $147,212.00, in 2005, $117,002.00.

Attached to this summary for your action is a resolution certifying unpaid delinquent water and sewer charges to the County Auditor to be collected with other taxes on said property.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.

RESOLUTION CERTIFYING UNPAID DELINQUENT WATER AND SEWER CHARGES TO THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON SAID PROPERTY

WHEREAS, City of Inver Grove Heights ordinances establish rules, rates and charges for water and sewer services, and

WHEREAS, the City's Administrative Code Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified each year to the County Auditor, and

WHEREAS, Minnesota Statutes 444.075 provides that all delinquent water and sewer charges not paid may be certified to the County Auditor with the taxes on such property, and

WHEREAS, each delinquent utility bill has been sent a delinquent notice and intent to certify, and

WHEREAS, an assessment roll will be prepared specifying the amount to be certified against each specific property.

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

1. There is hereby determined to be a total uncollected amount of delinquent water and/or sewer charges of $ 405,186.00.

2. That such amount is hereby certified to the County Auditor for collection with other taxes on said properties.

3. That a copy of this resolution, together with the assessment roll, be sent to the Dakota County Auditor.

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

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 4D

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

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 5, Engineer's Report of Final Acceptance, and Resolution Accepting Work for City Project No. 2008-10 – T.H. 52 East Frontage Road Ravine Storm Water Pond Improvements

Meeting Date:	October 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent TJK		None
Contact:	Thomas J. Kaldunski, 651-450-2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT		New FTE requested – N/A
		X	Other: Mn/DOT Cooperative Agreement Funds, Closed Bond Fund

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 5, Engineer's Report of Final Acceptance and resolution accepting work for City Project No. 2008-10 – T. H. 52 East Frontage Road Ravine Storm Water Pond Improvements.

SUMMARY

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

Final Compensating Change Order No. 2 is for additional services as outlined in the attachment. The contractor has completed the work through September 30, 2009 in accordance with the contract plans and specifications.

Final Compensating Change Order No. 2 will be funded by the Closed Bond Fund for the project.

Kimley-Horn & Associates, Inc. and Engineering recommend approval of Final Compensating Change Order No. 2 in the amount of $16,216.45, for a final contract amount of $569,767.06, Final Pay Voucher No. 2 in the amount of $52,668.06, Engineer's Report of Final Acceptance, and resolution accepting work for City Project No. 2008-10 – T. H. 52 East Frontage Road Ravine Storm Water Pond Improvements.

TJK/kf

Attachments: Final Compensating Change Order No 2
Final Pay Voucher No. 5
Engineer's Report of Final Acceptance
Resolution

CHANGE ORDER NO. 2

CITY PROJECT NO. 2008-10
RAVINE POND IMPROVEMENTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 20, 2009
Contractor: S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, MN 55352	Engineer: Kimley-Horn and Associates

Purpose of Change Order

See attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $ 425,563.47	Original Contract Time:
Previous Change Orders $ 127,987.14	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $ 553,550.61	Contract Time Prior to this Change Order
Net Increase of this Change Order $ 16,216.45	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $ 569,767.06	Contract Time with Approved Change Orders
Recommended By: Beth A Engum Beth A. Engum P.E.	Approved By:

Approved By:

Thomas J Kaldunski

Tom Kaldunski
City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

October 26, 2009

ATTACHMENT TO CHANGE ORDER NO. 2

CITY PROJECT NO. 2008-10 RAVINE POND IMPROVEMENTS

Description of Changes:

A. Additional Rock for Rechtzigel Driveway Maintenance

The Contractor was required to place additional rock to stabilize and maintain the Rechtzigel driveway, the main construction entrance to the project site. Freeze/thaw cycles made condition of the existing gravel driveway unacceptable. The Contractor hauled in and placed oversize aggregate to stabilize the driveway.

Total Cost of Excess Material = $ 4,851.72

B. Additional Seed and Mulch (Krech Property)

The Contractor was asked to seed and mulch the area between the existing and new driveways (Willie Krech property). The area (approximately 2-acres in size) was disturbed as it was used to store excess material from the project that Mn/DOT decided they did not want for the East Frontage Road project.

Total Cost for Additional Seeding and Mulch = $ 3,699.99

C. Install 15" CMP and Connect to Existing Manhole

The Contractor was directed to install a 15" CMP with flared end section to accept drainage from the area between the existing and new access driveways. The 15" pipe replaced an existing culvert that was in poor condition. The pipe allows pre-project drainage patterns to be maintained and prevents runoff from flowing over the existing driveway.

Total Cost for 15" CMP = $ 3,163.38

D. Modify Outlet Control Structure

Holes were cut into the side of the outlet control structure and a custom trash guard was installed to allow water to enter the structure at the elevation of the emergency overflow. This will mitigate erosion of the emergency overflow in the event that the pond outlet pipe becomes plugged. Some minor grading was also required to facilitate the outlet control structure modifications.

Total Cost for Outlet Control Modification = $ 2,345.02

E. Additional Grading at Nuorala Wetland

At the request of property owner, the Contractor was asked to grade a drainage swale connecting the wetland restoration area to the existing wetland on the Nuorala property. The swale will maintain a balance in water levels between the low areas.

Total Cost to for Additional Wetland Grading = $ 642.21

F. Final Payment Contract Value

Increase in Total Contract Amount compensating for miscellaneous increases and decreases in Contract Quantities listed in the Final Payment Voucher Form. Total additions to balance value of work completed and total payments made to the Contractor.

Total Cost to Balance Total Contract Amount = $ 1,514.13

Summary of Changes:

Additional Service		Additional Cost
A.	Additional Rock for Rechtzigel Driveway Maintenance	$ 4,851.72
B.	Additional Seed & Mulch (Krech Property)	$ 3,699.99
C.	Install 15" CMP & Connect to Existing MH	$ 3,163.38
D.	Modify Outlet Control Structure	$ 2,345.02
E.	Additional Grading at Nuorala Wetland	$ 642.21
	Subtotal of Additional Services	**$ 14,702.32**
F.	Final Payment Contract Value	$ 1,514.13
	Change Order No. 2 Total	**$ 16,216.45**

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 5 (Final)

DATE: October 20, 2009

PERIOD ENDING: September 30, 2009

CONTRACT: Ravine Pond Improvements

PROJECT NO: 2008-10

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

Original Contract Amount	$425,563.47
Additions (Change Order No. 1 & 2)	$144,203.59
Total Contract Amount	$569,767.06
Total Value of Work to Date	$569,767.06
Less Retained (5%)	$0.00
Less Previous Payment	$517,099.00
Total Approved for Payment this Voucher	$52,668.06
Total Payments including this Voucher	$569,767.06

Approvals:

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

Signed by: Thomas J. Kaldunski, City Engineer — October 21, 2009

Signed by: S.M. Hentges & Sons — October 20, 2009 Date

Signed by: George Tourville, Mayor. — October 26, 2009

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2008-10
T. H. 52 EAST FRONTAGE ROAD RAVINE STORM WATER POND IMPROVEMENTS

October 20, 2009

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to S. M. Hentges & Sons Inc. The work consisted of storm water pond improvements within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	$425,563.47
ADDITION (CHANGE ORDER NO. 1, 2)	$144,203.59
FINAL CONTRACT AMOUNT	$569,767.06
FINAL VALUE OF WORK	$569,767.06
PREVIOUS PAYMENTS	$517,099.00
BALANCE DUE	$52,668.06

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF S. M. HENTGES & SONS INC. AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $52,668.06

CITY PROJECT NO. 2008-10
T. H. 52 EAST FRONTAGE ROAD RAVINE STORM WATER POND IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated October 27, 2008, S. M. Hentges & Sons Inc., satisfactorily completed improvements and appurtenances for City Project No. 2008-10 – T. H. 52 East Frontage Road Ravine Storm Water Pond Improvements.

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

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

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 4E

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

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Report of Final Acceptance, and Resolution Accepting Work for City Project No. 2008-13 – Courthouse Boulevard Court Street Improvements

Meeting Date:	October 26, 2009
Item Type:	Consent
Contact:	Scott D. Thureen, 651-450-2571
Prepared by:	Scott D. Thureen, Public Works Director
Reviewed by:	SDT CG

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Assessments, NWA Storm Water Fees

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Report of Final Acceptance and resolution accepting work for City Project No. 2008-13 – Courthouse Boulevard Court Street Improvements.

SUMMARY

As part of the settlement agreement for the Inver Point Business Park, the City is responsible for the construction of various street improvements on Barnes Avenue and on Courthouse Boulevard Court. City Project No. 2008-13 – Courthouse Boulevard Court Street Improvements was ordered on August 25, 2008 and the contract was awarded on September 8, 2008 for a total contract amount of $487,282.60.

Final Compensating Change Order No. 2 is for a decrease of $4,143.08. This change order is to balance the value of work completed and total payments made to the contractor. The contractor has completed the work through September 30, 2009 in accordance with the contract plans and specifications.

WSB & Associates, Inc. and Public Works recommend approval of Final Compensating Change Order No. 2 for a decrease of $4,143.08, for a final contract amount of $487,938.52, Final Pay Voucher No. 2 in the amount of $4,879.39, Engineer's Report of Final Acceptance, and resolution accepting work for City Project No. 2008-13 – Courthouse Boulevard Court Street Improvements.

SDT/kf

Attachments: Final Compensating Change Order No 2
Final Pay Voucher No. 2
Engineer's Report of Final Acceptance
Resolution

FINAL COMPENSATING CHANGE ORDER NO. 2

CITY PROJECT NO. 2008-13
COURTHOUSE BOULEVARD COURT STREET IMPROVEMENTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 20, 2009
Contractor: Bituminous Roadways, Inc. 9050 Jefferson Trail Inver Grove Heights, MN 55077	Engineer: WSB & Associates, Inc.

Purpose of Change Order:
The contract has been modified to include the following:

Final compensating amount to balance value of work completed and total payments made to contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in final payment voucher form. The amount is calculated as follows:

Value of work completed to date (prior to this change order)	$ 487,938.52
Additional work included in this change order	$ 0.00
Total value of work completed to date	$ 487,938.52
Contract amount to date	$ 492,081.60
Compensating Amount	**- $ 4,143.08**
Total of Change Order Number 2	**- $4,143.08**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $487,282.60	Original Contract Time:
Previous Change Orders No. 1 to No. 1 $4,799.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $492,081.60	Contract Time Prior to this Change Order
Net **DECREASE** of this Change Order - $4,143.08	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $487,938.52	Contract Time with Approved Change Orders
Recommended By:_____ Tom Voll, WSB & Associates, Inc.	Approved By:_____

Approved By:

Scott D. Thureen
Public Works Director

Approved By:

George Tourville, Mayor

Date of Council Action:

October 26, 2009

WSB & Associates, Inc.

Owner: City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Hghts, MN 55077-3410

Date: 9/14/2009

For Period: 11/19/2008 to 9/14/2009

Request No.: 2 & FINAL

Contractor: Bituminous Roadways, Inc. Inver Grove Hts
9050 Jefferson Trail West
Inver Grove Heights, MN 55077

Pay Voucher

IGH - Courthouse Boulevard Court Street Improvements
Client Contract No.:
Project No.: 01702-15
Client Project No.:

Project Summary			
1	Original Contract Amount		$487,282.60
2	Contract Changes - Addition	$4,799.00	
3	Contract Changes - Deduction	($4,143.08)	
4	Revised Contract Amount		$487,938.52
5	Value Completed to Date		$487,938.52
6	Material on Hand		$0.00
7	Amount Earned		$487,938.52
8	Less Retainage		$0.00
9	Subtotal		$487,938.52
10	Less Amount Paid Previously		$483,059.13
11	Liquidated Damages		$0.00
12	AMOUNT DUE THIS PAY VOUCHER NO. 2 & FINAL		$4,879.39

I HEREBY CERTIFY THAT A FINAL EXAMINATION HAS BEEN MADE OF THE ABOVE NOTED CONTRACT, THAT THE CONTRACT HAS BEEN COMPLETED, THAT THE ENTIRE AMOUNT OF WORK SHOWN IN THE FINAL VOUCHER HAS BEEN PERFORMED AND THE TOTAL VALUE OF THE WORK PERFORMED IN ACCORDANCE WITH, AND PURSUANT TO, THE TERMS OF THE CONTRACT IS AS SHOWN IN THIS FINAL VOUCHER.

Recommended for Approval by:
WSB & Associates, Inc.

Construction Observer:

Approved by Contractor:
Bituminous Roadways, Inc. Inver Grove Hts

Approved by Owner:
City of Inver Grove Heights

MAYOR

Specified Contract Completion Date:
11/28/2008

Date: 10-26-09

Comment:

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2008-13
COURTHOUSE BOULEVARD COURT STREET IMPROVEMENTS

October 20, 2009

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Bituminous Roadways, Inc.. The work consisted of street improvements within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	$487,282.60
ADDITION (CHANGE ORDER NO. 1)	$4,799.00
DEDUCTION (CHANGE ORDER NO. 2)	($4,143.08)
FINAL CONTRACT AMOUNT	$487,938.52
FINAL VALUE OF WORK	$487,938.52
PREVIOUS PAYMENTS	$483,059.13
BALANCE DUE	$4,879.39

Sincerely,

Scott D. Thureen
Public Works Director

SDT/kf

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF BITUMINOUS ROADWAYS, INC. AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $4,879.39

CITY PROJECT NO. 2008-13
COURTHOUSE BOULEVARD COURT STREET IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 8, 2008, Bituminous Roadways, Inc., satisfactorily completed improvements and appurtenances for City Project No. 2008-13 – Courthouse Boulevard Court Street Improvements.

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

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

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 4F

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

Consider Pay Voucher No. 4 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4

Meeting Date:	October 26, 2009
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

TJK

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, Special Assessments, MSA Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 4 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4.

SUMMARY

The improvements were ordered as part of the 2009 Pavement Management Program. The contract was awarded in the amount of $2,380,629.24 to Arcon Construction Co., Inc., on May 11, 2009 for City Project No. 2009-09D South Grove Urban Street Reconstruction, Area 4.

The contractor has completed the work through September 30, 2009 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 4 in the amount of $553,504.08 for work on City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4.

TJK/kf
Attachments: Pay Voucher No. 4

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 4 (Four)

DATE: October 20, 2009

PERIOD ENDING: September 30, 2009

CONTRACT: 2009 Pavement Management Program

PROJECT NO: 2009-09D – Urban Street Reconstruction - South Grove Area 4

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

Original Contract Amount	$2,380,629.24
Total Additions (Change Orders No. 1 and 2)	$8,425.64
Total Deduction	$0.00
Total Contract Amount	$2,389,054.88
Total Value of Work to Date	$2,040,943.79
Less Retained (5%)	$102,047.19
Less Previous Payment	$1,385,392.52
Total Approved for Payment this Voucher	$553,504.08
Total Payments including this Voucher	$1,938,896.60

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through September 30, 2009.

Signed by: Thomas J. Kaldunski, City Engineer — October 20, 2009

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

Signed by: George Tourville, Mayor — October 26, 2009

AGENDA ITEM 4G

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

Resolution Awarding Contract for 2009 Large Storm Sewer Televising Program

Meeting Date:	October 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Regular		None
Contact:	Thomas J. Kaldunski, 651.450.2572 TJK	X	Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
			New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED:

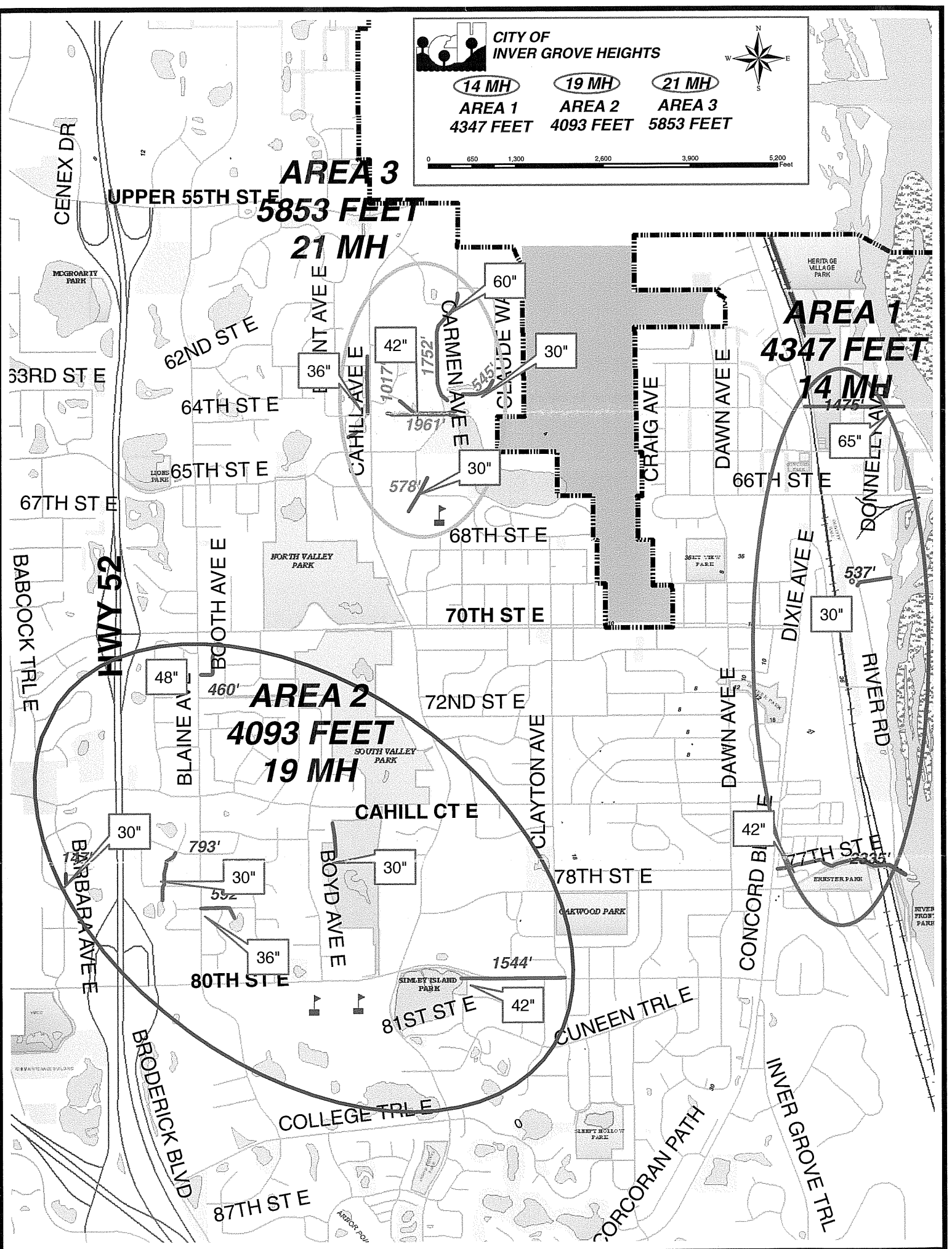
Consider resolution awarding contract for 2009 Large Storm Sewer Televising Program.

SUMMARY

The City is conducting televising for large storm sewer pipes in the City of Inver Grove Heights. These storm sewers range from 30" to 72" in size. There are three areas proposed to be televised (see attached map). Six contractors were asked to submit quotes, with four submitting quotes. The apparent low quote, for all three areas, is Westco with a total of $8,471.01. The work is proposed to start after October 29, 2009 and be completed before the end of the year.

I recommend that the City Council adopt the resolution awarding the 2009 large storm sewer televising program to Westco. This work is funded from the Street Maintenance Fund (101-5200-443.40-47).

Attachments: Location Map
Resolution


CITY OF
INVER GROVE HEIGHTS
14 MH
AREA 1
4347 FEET
19 MH
AREA 2
4093 FEET
21 MH
AREA 3
5853 FEET
0 650 1,300 2,600 3,900 5,200 Feet
AREA 3
5853 FEET
21 MH
AREA 1
4347 FEET
14 MH
AREA 2
4093 FEET
19 MH
CENEX DR
UPPER 55TH ST E
MCGROARTY PARK
62ND ST E
63RD ST E
64TH ST E
65TH ST E
67TH ST E
68TH ST E
70TH ST E
72ND ST E
78TH ST E
80TH ST E
81ST ST E
87TH ST E
CAHILL AVE E
CARMEN AVE E
CLAYTON AVE
CRAIG AVE
DAWN AVE E
DIXIE AVE E
DONNELLY AVE
RIVER RD
HWY 52
BABCOCK TRL E
BOOTH AVE E
BLAINE AVE
BARBARA AVE E
BOYD AVE E
CONCORD BLVD E
CUNEEN TRL E
COLLEGE TRL E
BRODERICK BLVD
CORCORAN PATH
INVER GROVE TRL
CAHILL CT E
77TH ST E
HERITAGE VILLAGE PARK
NORTH VALLEY PARK
SOUTH VALLEY PARK
OAKWOOD PARK
SIMLET ISLAND PARK
ERNSTER PARK
60"
42"
36"
30"
30"
30"
65"
30"
48"
30"
30"
30"
36"
42"
42"
1752'
1017'
1961'
578'
545'
1476'
537'
460'
793'
592'
1544'
2335'

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION AWARDING A CONTRACT FOR THE 2009 LARGE STORM SEWER TELEVISING PROGRAM

RESOLUTION NO. _____

WHEREAS, pursuant to a request for quotes for the 2009 Large Storm Sewer Televising program, quotes were received, opened, read aloud, and tabulated according to law. The following quotes were received:

Contractor	Area 1	Area 2	Area 3	Total (Areas 1, 2, 3)
Westco	$2,561.79	$2,447.01	$3,462.21	$8,471.01
Pipe Services Corp.	$3,610.25	$3,544.75	$4,914.75	$12,069.75
Visu-Sewer, Inc.	$6,785.80	$6,680.20	$9,244.20	$22,710.20
Infratech	$7,983.15	$8,214.85	$11,006.85	$27,204.85

WHEREAS, Westco, submitted the apparent low quote for the 2009 Large Storm Sewer Televising Program in the amount of $8,471.01 for Areas 1, 2, and 3; and

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 Westco in the name of the City of Inver Grove Heights according to plans and specifications.

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

3. Project financing shall be provided from Street Maintenance (101-5200-443.40-47).

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 4H

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

Resolution Accepting the Proposal of American Engineering Testing, Inc. for Geotechnical Testing Services for the 2010 Pavement Management Program on Upper 55th Street East

Meeting Date:	October 26, 2009
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572 TJK
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

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 adopting a resolution accepting proposal of American Engineering Testing (AET) for geotechnical testing services as requested as part of the 2010 Pavement Management Program on Upper 55th Street East.

SUMMARY

Proposals for geotechnical services were requested by staff for the above City project. The reconstruction of Upper 55th Street East, from South Robert Trail to Babcock Trail will consist of complete reconstruction of the roadway, converting the existing 2-lane road to a 3-lane road. Drainage improvements and storm sewer installation are also anticipated. Replacement of the water main is expected; however, replacement of the sanitary sewer is not anticipated at this time. This project is complex and the nearby lake may affect the variations of soils in the area. A review of the proposals indicates that AET will provide the geotechnical services at a cost of approximately $460/boring. This compares to Braun's proposal of approximately $720/boring.

City staff reviewed the experience of the two firms, their work scope, and associated fee for the proposed services. Based upon these factors, it is recommended that AET be selected for geotechnical testing services on Upper 55th Street East.

Engineering Division recommends adoption of the resolution accepting proposal and awarding AET in an amount not to exceed $8,300 for geotechnical testing services for the 2010 Pavement Management Program for Upper 55th Street East between South Robert Trail and Babcock Trail.

TJK/kf
Attachments: Resolution
Map
Proposals

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION ACCEPTING THE PROPOSALS AND AWARDING CONTRACT TO AMERICAN ENGINEERING TESTING FOR GEOTECHNICAL TESTING SERVICES FOR THE 2010 PAVEMENT MANAGEMENT PROGRAM – UPPER 55TH STREET EAST, FROM SOUTH ROBERT TRAIL TO BABCOCK TRAIL

RESOLUTION NO. _____

WHEREAS, as part of the City's 2010 Pavement Management Program, Upper 55th Street East has been identified for geotechnical testing services starting in 2010; and

WHEREAS, in order to complete the geotechnical testing services in a timely manner, City staff requested two proposals from area geotechnical engineering firms – American Engineering Testing and Braun Intertec; and

WHEREAS, based on the experience of the two firms, the scope, and associated fee for the proposed services, it was decided that American Engineering Testing's proposal be awarded for geotechnical testing services on Upper 55th Street East.

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

1. The proposal of American Engineering Testing is accepted and staff is authorized to enter into a contract in the amount of $8,300 for geotechnical testing services for Upper 55th Street East, from South Robert Trail to Babcock Trail.

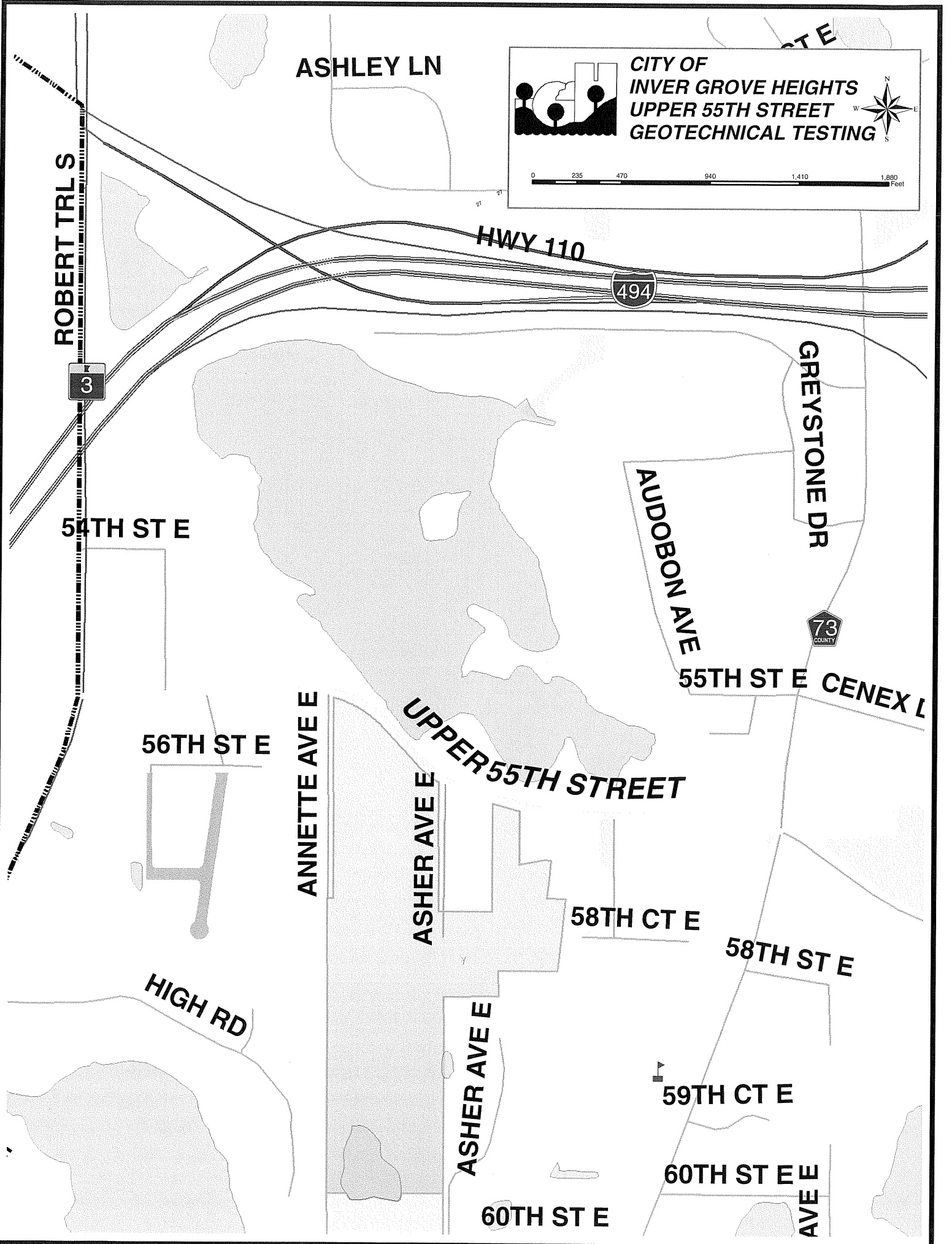
Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of October 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk


CITY OF
INVER GROVE HEIGHTS
UPPER 55TH STREET
GEOTECHNICAL TESTING
0
235
470
940
1,410
1,880
Feet
ASHLEY LN
ROBERT TRL S
HWY 110
494
3
GREYSTONE DR
AUDOBON AVE
54TH ST E
73
COUNTY
55TH ST E
CENEX L
56TH ST E
ANNETTE AVE E
UPPER 55TH STREET
ASHER AVE E
58TH CT E
58TH ST E
HIGH RD
ASHER AVE E
59TH CT E
60TH ST E
60TH ST E

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

October 6, 2009

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

Attn: Mr. Thomas J. Kaldunski, PE, City Engineer

RE: Revised Proposal for Geotechnical Services
Upper 55th Street East, S Robert St to Babcock Tr
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to provide a proposal for geotechnical subsurface exploration and engineering services per your request. The scope of this work is intended to assist the City of Inver Grove Heights in the design and reconstruction of Upper 55th Street East, from South Robert Street to Babcock Trail.

Project Information

We understand the project will consist of complete reconstruction of the roadway, converting the existing 2-lane road to a 3-lane road. Drainage improvements and storm sewer installation are also anticipated, which may include storm water infiltration, retention, and/or treatment ponds. Replacement of the watermain is expected; however, replacement of the sanitary sewer, which is up to 30 feet deep, is not anticipated at this time.

Field Work

Based on our understanding of the project, we propose the following scope of services.

- Clear underground public utilities through the Gopher State One Call system.
- Provide traffic warning signs during drilling of the soil borings in the right-of-way but outside of the drive lanes.
- Provide traffic warning and routing signs and a traffic attenuator (crash) trailer during drilling through the drive lanes.
- Perform 15 standard penetration test (SPT) borings spaced at about 250 feet along the roadway alignment.
    - 5 of the SPT borings will be placed at strategic widening locations and/or areas of anticipated poor soils and will be extended to depths of 16 feet.
    - 10 of the SPT borings will be placed through the existing roadway embankment to depths of 6 to 11 feet.
- Perform 3 standard penetration test (SPT) borings in proposed storm water areas owned by the City with continuous sampling intervals to depths of 16 feet.
- Measure the ground water level encountered within the boreholes during drilling.
- Backfill the borings as required by the Minnesota Department of Health
- Patch the pavement surface at the boring locations with bituminous patching mixture.
- Document the boring locations with a GPS unit with submeter accuracy.

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

We assume a conventional truck-mounted drill rig will be able to access the site and perform the soil borings. Measurement of surface elevations at the boring locations is not included in our work scope.

Soil Laboratory Testing

Our services will include laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have budgeted $500 for soil laboratory testing, which may include water content, sieve analysis, hydrometer analysis, Atterberg limits, and simple strength tests.

Report

Following the field and laboratory work, an engineering report will be prepared and submitted. This report will include the following:

- Logs of the test borings, including drilling methods, soil classifications per USCS and AASHTO systems, results of the laboratory tests, and results of the borehole ground water readings.
- A figure illustrating the approximate soil boring locations.
- A review of the soil conditions and the soil engineering properties.
- Engineering recommendations for the following:
  - Pavement subgrade preparation, including subbase options.
  - An estimated R-value for the pavement subgrade options presented.
  - Pavement thickness designs for the traffic levels provided by the City
  - Recommendations for utility installation, support/bedding, and backfilling.
  - Hydrologic Soil Group per Table 12.INF.7 from the Minnesota Stomwater Manual for soils in storm water treatment areas.
  - Constructability issues, such as dewatering, and frost considerations related to the on-site soil and ground water conditions.

The scope of work defined in this proposal is intended for geotechnical purposes only; it is not intended to explore for the presence or extent of any environmental contamination at the site. However, we will note any obvious contamination encountered which can be easily detected by sight or smell.

Fees

Our services will be performed on a time-and-materials basis at a 10% discount from our current fee schedule, which is attached. For the scope of work described previously, including 203 feet of SPT borings, we will consider $8,300 a not-to-exceed fee.

If we encounter buried organic material during boring operations, we recommend extending the borings to a depth of 5 feet below the bottom of the organic deposits. Our rate for this additional work would be invoiced at $35.00 per foot of drilling.

Schedule

Based on our current drilling schedule, drilling could begin about one week after we receive authorization to proceed. We expect the drilling will take at least 2 full days to complete. Draft boring logs can be provided about 4 days after completion of the drilling. We will provide a draft report about 10 working days after the completion of the field work. We will then provide a final report within 4 days of receiving your comments on the draft report.

Terms and Conditions

Our services will be performed according to the attached two-page "Service Agreement" and the one-page "Subsurface Boring Supplement".

Acceptance

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

Remarks

If you have questions or need additional information, please feel free to contact us.

Sincerely,

American Engineering Testing, Inc.

Megan J. L. Hoppe
Staff Engineer
651-603-6604
mlee@amengtest.com

American Engineering Testing, Inc.

David L. Rettner, PE
Principal Engineer
651-755-5795
drettner@amengtest.com

Attachments

PROPOSAL ACCEPTANCE BY:

Signature: _____

Printed Name: _____

Date: _____

I. Personnel Hourly Rates

A.	Word Processing Specialist	56.00/hr
B.	Drill Technician/Lab Technician	82.00/hr
C.	Senior Engineering Technician	87.00/hr
D.	Engineering Assistant	98.00/hr
E.	Engineer I/Geologist I	105.00/hr
F.	Engineer II/Geologist II/Sr. Engr. Assistant	120.00/hr
G.	Senior Engineer/Geologist	133.00/hr
H.	Principal Engineer/Geologist	160.00/hr

II. Vehicle Mileage

A.	Personal Automobile/Truck	0.70/mile
B.	Auxiliary Truck Vehicle	0.90/mile
C.	Truck with Coring Equipment	1.00/mile
D.	Truck with Warning Sign/Crash Trailer	1.10/mile
E.	1-ton Truck with Drill Rig	1.10/mile
F.	1-1/2 to 2-1/2-ton Truck with Drill Rig	1.25/mile
G.	CPT Truck Rig (20-ton push capacity)	1.50/mile
H.	Tractor/Lowboy Trailer	1.70/mile

III. Equipment Rental

A.	Drill Rig Rental	
	1. Rotary Drill on 1-ton Truck	62.00/hr
	2. Rotary Drill on 1½ to 2½-ton Truck	72.00/hr
	3. Rotary Drill on All-Terrain Vehicle	102.00/hr
	4. Portable, Non-rotary Rig	72.00/hr
B.	Auxiliary/Specialty Vehicle Rental	
	1. Auxiliary Truck Vehicle	15.50/hr
	2. Truck with Warning Sign/Crash Trailer	25.00/hr
	3. Truck with Coring Equipment	40.00/hr
C.	Cone (CPT) Rig/Equipment Rental	
	1. CPT Rig (Truck or ATV)	128.00/hr
	2. Electronic Cone w/Computer	37.00/hr
	3. Soil Sampler	3.00/hr
	4. Water Sampler	20.00/hr
D.	Miscellaneous Equipment Rental	
	1. Field Vane Shear	300.00/day
	2. Field Electrical Resistivity	210.00/day
	3. Field Seismic Refraction (ReMi)	370.00/day
	4. Inclinometer Reading Equipment	300.00/day
	5. Pneumatic Transducer Reading	150.00/day
	6. Bore Hole Permeability	
	a. Open End Casing Method	120.00/day
	b. HQ Wireline Packer	300.00/day
	7. Borehole Pressuremeter	55.00/hr
	8. Iowa Borehole Shear Tester	310.00/day
	9. Double Ring Infiltrometer	235.00/day
	10. Photoionization Detector (PID)	110.00/day
	11. GPS Mapping System	13.00/hr
	12. Pile Driving Analyzer (PDA)	680.00/day
	13. Calibrated SPT Rod	175.00/day
	14. Portable Concrete Coring Equipment	35.00/hr
	15. Pavement Testing (FWD includes Truck)	
	a. Falling Weight Deflectometer	150.00/hr
	b. Light Weight Deflectometer	50.00/hr
E.	Geotechnical Software Rental	
	1. Geo Studio Finite Element	55.00/hr
	2. CAPWAP	30.00/hr
	3. AutoCAD	25.00/hr
	4. Wave Equation (WEAP)	15.00/hr
	5. LPILE or GROUP	15.00/hr
	6. Slope Stability (ReSSA)	15.00/hr
	7. Stabilized Earth Slopes & Walls	15.00/hr
	8. Settlement (FoSSA)	15.00/hr
	9. SHAFT	15.00/hr
F.	Bit Wear- Rock Coring	
	1. Diamond Bit - Sedimentary Rock	
	a) B, NQ	10.00/foot
	b) HQ	12.00/foot
	2. Diamond Bit - Metamorphic & Igneous	
	a) B, NQ	17.00/foot
	b) HQ	20.00/foot

IV. Laboratory Tests of Soil

A.	Water Content	hourly
B.	Dry Density (includes water content)	50.00/test
C.	Atterberg Limits (ASTM:D4318)	
	1. Plasticity Index	100.00/test
	2. Liquid Limit or Plastic Limit Separately	75.00/test
D.	Shrinkage Limit (ASTM:D427)	95.00/test
E.	Sieve Analysis (includes -#200)	88.00/test
F.	Hydrometer Analysis (sieve included)	235.00/test
G.	Thermal Resistivity w/Proctor (ASTM:D5334)	
	1. As Received and Oven Dried (2 pts)	910.00/test
	2. Dry Out Curve (4 pts)	1130.00/test
H.	Electrical Resistivity (ASTM:G57-Soil Box)	85.00/test
I.	Unconfined Compression (ASTM:D2166)	76.00/test
J.	Hand Penetrometer	10.00/test
K.	Organic Content of Soil	55.00/test
L.	Topsoil Borrow Test (Mn/DOT 3877)	340.00/test
M.	R-value (Hveem Stabilometer)	360.00/test
N.	California Bearing Ratio	
	1. Granular	560.00/test
	2. Cohesive	630.00/test
O.	Proctor Tests (Methods A or B)	
	1. Standard	115.00/test
	2. Modified	130.00/test

V. Expenses

A.	Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
B.	Equipment Replacement (when abandonment is more feasible than recovery)	Cost
C.	Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

VI. Expert Witness Service Rates

A.	Litigation Preparation	210.00/hr
B.	Deposition or Court Time (4-hour minimum)	265.00/hr

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of $30.00 per person per shift.

SECTION 1 - RESPONSIBILITIES

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

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

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

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

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

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

SECTION 2 - SITE ACCESS AND RESTORATION

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

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

SECTION 3 - SAFETY

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

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

SECTION 4 - SAMPLES

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

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

SECTION 5 - PROJECT RECORDS

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

SECTION 6 - STANDARD OF CARE

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

SECTION 7 - INSURANCE

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

SECTION 8 - DELAYS

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

SECTION 9 - PAYMENT, INTEREST AND BREACH

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

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

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

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

SECTION 10 - MEDIATION

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

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

SECTION 11 - LITIGATION REIMBURSEMENT

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

SECTION 12 - MUTUAL INDEMNIFICATION

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

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

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

SECTION 13 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that **the total liability of AET shall not exceed $50,000, or shall not exceed the project fees, whichever is greater.**

SECTION 14 - TERMINATION

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

SECTION 15 - SEVERABILITY

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

SECTION 16 - GOVERNING LAW

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

SECTION 17 - ENTIRE AGREEMENT

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

SUBSURFACE BORING SUPPLEMENT TO TERMS AND CONDITIONS

SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

1.1 - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.

1.2 - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

1.3 - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

1.4 - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

SECTION 2 - SITE RESTORATION

2.1 - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the client.

SECTION 3 - CONTAMINATION

3.1 - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.

3.2 - Pursuant to risks set forth in Section 3.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting therefrom.

SECTION 4 - LOST EQUIPMENT

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

BRAUN INTERTEC

Braun Intertec Corporation

October 20, 2009 Proposal BL-09-04602

Mr. Tom Kaldunski, PE
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for a Geotechnical Evaluation
Proposed Street Reconstruction Project
Upper 55th Street East
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Braun Intertec respectfully submits this proposal to complete a geotechnical evaluation for a proposed street reconstruction project in Inver Grove Heights at the referenced site.

Our Understanding of Project

We were provided details for the project during our site visit with you and through documents. We understand that Upper 55th Street East, an existing two-lane rural section, will be upgraded to urban standards with an added lane between S Robert Trail (TH 3) and Babcock Trail by the proposed project. This would also include replacement of the water main and possible stormwater treatment ponds in three locations along the roadway.

The roadway is State Aid-funded, and plans and construction will be completed to State Aid standards.

Purpose

The purpose of a geotechnical evaluation is to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of roadway pavements, utilities and stormwater ponds.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Based on our site reconnaissance with you, it appears that the site will be accessible by conventional truck-mounted drill rig except for in the vicinities of the proposed stormwater ponds, which will require an off-road rig.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative is responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test and Power Auger Borings

We propose to drill six standard penetration test borings for the roadway reconstruction (including water main re-installation), extending them to between 11 and 16 feet deep, depending on existing surface elevations. We will drill 3 additional borings for the three stormwater treatment ponds, extending them to 20 feet. Penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of about 20 feet, and at 5-foot intervals at greater depths. We will also collect bulk samples at anticipated subgrade elevations for laboratory testing.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Pavement Thickness Measurements

As we advance the borings, our drill crew will attempt to identify and measure the existing pavement section. We will attempt to measure the in-place bituminous, aggregate base and/or concrete to the nearest 1/2 inch. These measurements will be taken within the 6-inch diameter hole. Note that it can be difficult to identify strata boundaries, particularly between bituminous layers; aggregate base consisting of sand and gravel may also be difficult to discern from granular subbase or subgrade soils. Variations in thickness between boring locations should also be anticipated.

We also request you provide any previous construction documents that could help us during our evaluation.

Traffic Control

Traffic warning signs are required to protect our field crew and alert motorists to our work. We have assumed signs will be needed for 1 day(s). The cost of the signs is included in our budget.

Due to road geometry (in two-lane areas) and traffic volumes on this project, we will also provide a two-person flag crew to direct motorists through our work area. We have budgeted 14 (two-person crew) total hours for flagging.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer.

We currently do not anticipate having to seal any of the boreholes.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform a total of 8 moisture content tests, 4 mechanical analyses (through a #200 sieve only), and 2 Atterberg limits tests and 2 Hveem stabilometer R-value tests (with required Proctor tests).

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the site conditions that will impact design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing structure subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommendations for the design of pavements and stormwater retention ponds.

One original report and one copy of our report will be submitted to you. At your request, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so we can prepare a copy list for the recipients and distribute the additional reports expediently.

Additional Services

If an all-terrain drill rig is needed for site access due to the discovery of unfavorable terrain or changed conditions, an additional charge of $45 per hour will apply.

If borings must be extended beyond their intended termination depths, we will charge an additional $30 per lineal foot beyond the originally intended termination depth.

Additional site mobilizations will be charged at $300 per day.

Cost

We will furnish the services described in this proposal for a lump sum fee of **$6,491.00**.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately two weeks of written authorization; the field exploration for the project will take approximately one week to complete. Sample classification and laboratory testing will likely take an additional week. We will pass along results, however, as they are obtained and reviewed. We anticipate we can submit our report by December 2009.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. It is provided in duplicate so the original can be retained for your records and the ***copy can be signed and returned to us. Please return the signed copy in its entirety.***

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

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Neil Lund at 952.995.2284 or Matt Ruble at 952.995.2224.

Sincerely,

BRAUN INTERTEC CORPORATION

Neil G. Lund, PE
Staff Engineer

Holly Vetter for:

Matthew P. Ruble, PE
Principal Engineer

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

The proposal is accepted, and you are authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

General Conditions

BRAUN INTERTEC

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

Section 1: Our Responsibilities

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

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

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

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

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

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

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

Section 2: Your Responsibilities

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

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

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

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

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

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

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

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

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

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or $50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

Revised 6-15-06

ADDENDUM NO. 1 TO AGREEMENT BETWEEN
BRAUN INTERTEC AND
THE CITY OF INVER GROVE HEIGHTS

Braun Intertec and the City of Inver Grove Heights hereby agree that Section 5.5 of the General Conditions is hereby amended to read as follows:

5.5 If you do not pay us within 60 days of invoice date and we commence a legal action to collect our compensation and the legal action against you is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation; if the legal action is resolved in your favor, then we will reimburse you your expenses including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation.

If you make a claim in a legal action against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation; if the legal action is resolved in your favor, then we will reimburse you your expenses including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 this 22nd day of October, 2009.

Braun Intertec Corporation

By: _____

Its: _____

City of Inver Grove Heights

By: _____
George Tourville

Its: Mayor

Attest:

_____
Melissa Rheaume, Deputy City Clerk

AGENDA ITEM 4I

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

Resolution Accepting the Proposal of Braun Intertec for Geotechnical Testing Services for the 2010 Pavement Management Program on Blaine Avenue and College Trail

Meeting Date:	October 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent	[ ]	None
Contact:	Thomas J. Kaldunski, 651.450.2572 TJK	[ ]	Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer	[ ]	Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[X]	Other: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider adopting a resolution accepting proposals of Braun Intertec for geotechnical testing services as requested as part of the 2010 Pavement Management Program for Blaine Avenue, from 50th Street East to 64th Street East, and College Trail, from Broderick Boulevard to Cahill Avenue.

SUMMARY

Proposals for geotechnical services were requested by staff for the above City projects. The proposed construction of Blaine Avenue, between approximately 50th Street East and 64th Street East shall consist of improving or reconstructing the pavement structure of Blaine Avenue excluding the pavement in better condition near the Upper 55th Street East intersection. A mill and overlay is anticipated and some sidewalk work along Gertens will also be placed. Utility improvements are not anticipated at this time.

A proposed reconstruction of College Trail, between Broderick Boulevard and Cahill Avenue will consist of complete reconstruction with a rural section of the roadway, which is a state-aid route. The new roadway will include installation of storm sewer.

City staff reviewed the experience of the two firms, their work scope, and associated fee for the proposed services. Based upon these factors, it is recommended that Braun Intertec be selected for geotechnical testing services. Braun's proposals/agreement included and Addendum to cover language specifically required by the City.

Engineering Division recommends adoption of the resolution accepting proposals and awarding Braun Intertec in an amount not to exceed $7,788.10 for geotechnical testing services for the 2010 Pavement Management Program on Blaine Avenue and College Trail.

TJK/kf
Attachments: Resolution
Maps
Proposals

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION ACCEPTING THE PROPOSALS AND AWARDING CONTRACT TO BRAUN INTERTEC FOR GEOTECHNICAL TESTING SERVICES FOR THE 2010 PAVEMENT MANAGEMENT PROGRAM – UPPER 55TH STREET EAST, FROM SOUTH ROBERT TRAIL TO BABCOCK TRAIL

RESOLUTION NO. _____

WHEREAS, as part of the City's 2010 Pavement Management Program, Upper 55th Street East has been identified for geotechnical testing services starting in 2010; and

WHEREAS, in order to complete the geotechnical testing services in a timely manner, City staff requested two proposals from area geotechnical engineering firms – American Engineering Testing and Braun Intertec; and

WHEREAS, based on the experience of the two firms, the scope, and associated fee for the proposed services, it was decided that Braun Intertec's proposals be awarded for geotechnical testing services. Their proposal indicates an Addendum to require language required by the City of Inver Grove Heights.

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

1. The proposal of Braun Intertec is accepted and staff is authorized to enter into a contract in the amount of $3,500 for geotechnical testing services for Blaine Avenue, between approximately 50th Street East and 64th Street East.

2. The proposal of Braun Intertec is accepted and staff is authorized to enter into a contract in the amount of $4,288.10 for geotechnical testing services for College Trail, between Broderick Boulevard to Cahill Avenue.

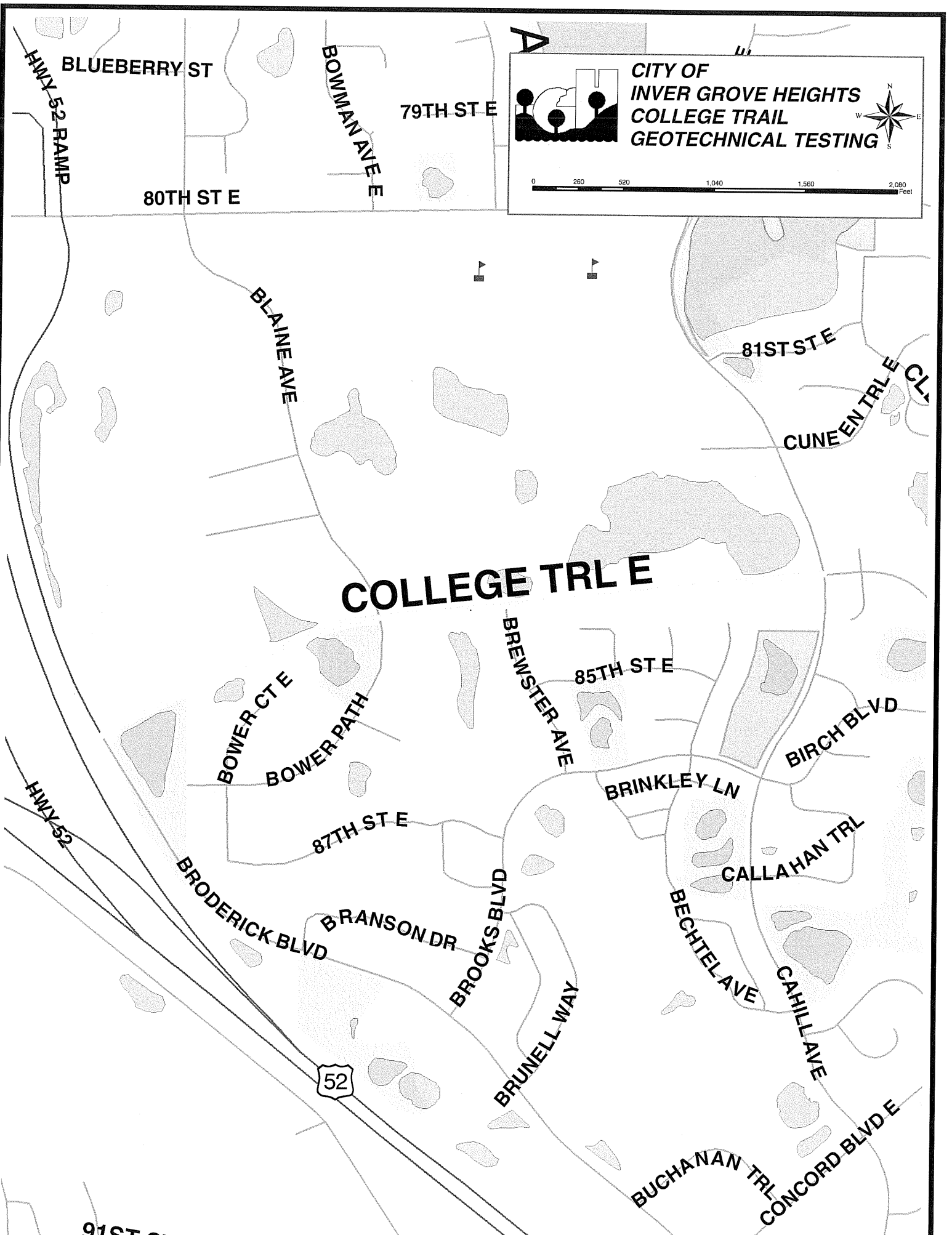
Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of October 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk


CITY OF
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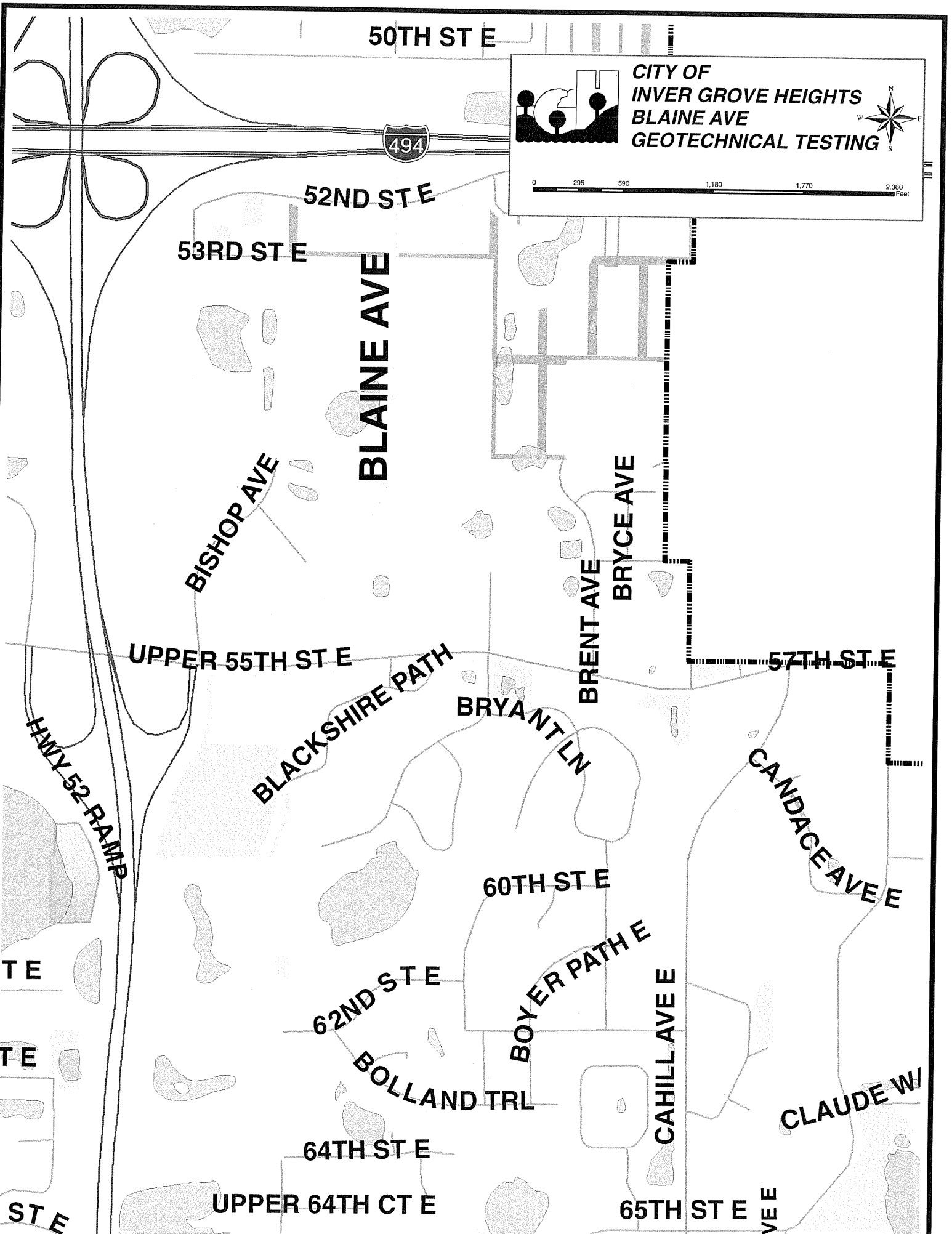
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BOYER PATH E
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CAHILL AVE E
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64TH ST E
UPPER 64TH CT E
65TH ST E

BRAUN
INTERTEC

Braun Intertec Corporation

October 20, 2009

Proposal BL-09-04592

Mr. Tom Kaldunski, PE
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for a Geotechnical Evaluation
Proposed Mill-and-Overlay Project
Blaine Avenue
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Braun Intertec respectfully submits this proposal to complete a geotechnical evaluation for the proposed street mill-and-overlay project in Inver Grove Heights at the referenced site.

Our Understanding of Project

We were provided details for the project during our site visit with you and through documents. Our understanding is that the proposed project is a mill-and-overlay of an existing bituminous-surfaced street from approximately 50th Street to 64th Street, with the exception of the intersection at Upper 55th Street. There is also a portion of concrete sidewalk east of Blaine Avenue and north of Upper 55th Street that may be replaced due to heave/load-induced cracking in the existing section.

Purpose

The purpose of a geotechnical evaluation is to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the proposed mill-and-overlay and potential sidewalk/trail replacement.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Based on our site reconnaissance with you, it appears that the site will be accessible by conventional truck-mounted drill rig.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an

appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative is responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test and Power Auger Borings

We propose to drill nine power auger borings for the Blaine Avenue mill-and-overlay (four borings south and five borings north of Upper 55th Street), extending them to 6 feet. We will drill three additional borings for the sidewalk, extending them to 4 feet. The borings will be "pulled dead" where possible to allow for direct sampling and measurement of subsurface layer transitions on the auger.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Pavement Thickness Measurements

As we advance the borings, our drill crew will attempt to identify and measure the existing pavement section. We will attempt to measure the in-place bituminous, aggregate base and/or concrete to the nearest 1/2 inch. These measurements will be taken within the 6-inch diameter hole. Note that it can be difficult to identify strata boundaries, particularly between bituminous layers; aggregate base consisting of sand and gravel may also be difficult to discern from granular subbase or subgrade soils. Variations in thickness between boring locations should also be anticipated.

We also request you provide any previous construction documents that could help us during our evaluation.

Bituminous Coring

We propose to extract seven, 4-inch diameter bituminous cores (four cores south and three cores north of Upper 55th Street) from Blaine Avenue. We will return these cores to our laboratory for thickness measurement and a visual observation of material conditions. The cores will be placed in climate-controlled storage for 30 days for any additional testing that is requested.

Traffic Control

Traffic warning signs are required to protect our field crew and alert motorists to our work. We have assumed signs will be needed for 1/2 day(s). The cost of the signs is included in our budget.

Due to road geometry (in two-lane areas) and traffic volumes on this project, we will also provide a two-person flag crew to direct motorists through our work area. We have budgeted 8 (two-person crew) total hours for flagging.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer.

We currently do not anticipate having to seal any of the boreholes.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform a total of 4 moisture content tests, 1 mechanical analyses (through a #200 sieve only), and 1 Atterberg limits tests.

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the site conditions that will impact design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing structure subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommendations for pre-mill-and-overlay repair and completion of the proposed mill-and-overlay.

One original report and one copy of our report will be submitted to you. At your request, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so we can prepare a copy list for the recipients and distribute the additional reports expediently.

Additional Services

If borings must be extended beyond their intended termination depths, we will charge an additional $30 per lineal foot beyond the originally intended termination depth.

Additional site mobilizations will be charged at $300 per day.

Because a mill-and-overlay will leave existing soil and some of the bituminous structure in-place, it is advantageous to know the in-place conditions, including subgrade soil stiffness and bituminous thickness.

Ground Penetrating Radar (Optional)

To estimate bituminous thickness, we highly recommend as an alternative option performing Ground Penetrating Radar (GPR) on the roadway with Braun Intertec's 2.0-gigahertz, air-coupled unit from GSSI, Inc. Testing will be performed in a both directions of travel, with pavement thickness data gathered at an interval of one foot. Our GPR measurements will be tied to GPS coordinates and can be verified with bituminous core and boring results. The inclusion of this technology can also be used in lieu of destructive sampling where thickness of the bituminous core is the primary concern.

A GPR unit of this configuration can be expected to penetrate a maximum of 2 to 3 feet under ideal conditions. Unfavorable soils and ambient and electromagnetic interference can limit the useful depth of the data.

We estimate the cost for including GPR testing and analysis to be $650.

Falling Weight Deflectometer (Optional)

FWD is a non-destructive testing device specifically designed for evaluating pavements. The FWD operates by measuring deflections in the pavement surface from the application of a wheel-simulating impulse load. With known pavement thicknesses, this information can then be utilized to estimate subgrade stiffness measurements such as subgrade R-values, pavement structural capacity, layer stiffness moduli and other parameters, which is advantageous for finding weak areas of pavement or evaluating the feasibility of a planned mill-and-overlay.

To help evaluate pavement layer and subgrade conditions, we propose to perform non-destructive FWD testing at a net rate of one test per 250 feet with a Dynatest 8002E model FWD staggered in both directions of travel on each roadway. We expected that this density, which is within typical range for residential/city streets will be sufficient to capture variation. However, adjustments will be made in the field based on data returned during testing. Three impulse loads (one at 6,000 pounds and two at 9,000 pounds) will be applied at each test point. The data would then be used to show variation in effective subgrade R-value and estimated pavement structure along Blaine Avenue.

We anticipate that including FWD testing and analysis would cost approximately $1250 in addition to the estimated total project cost provided below, assuming that traffic control can be achieved in conjunction with the borings. **However, this testing must be completed prior to frost penetrating the subsurface for the data to be valid.**

Cost

We will furnish the services described in this proposal for a lump sum fee of **$3,500.00**.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately two weeks of written authorization; the field exploration for the projects will take approximately one day to complete. Sample classification and laboratory testing will likely take an additional week. We will pass along results, however, as they are obtained and reviewed. We anticipate we can submit our report by December 2009.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. It is provided in duplicate so the original can be retained for your records and the ***copy can be signed and returned to us. Please return the signed copy in its entirety.***

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

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Neil Lund at 952.995.2284 or Matt Ruble at 952.995.2224.

Sincerely,

BRAUN INTERTEC CORPORATION

Neil G. Lund, PE
Staff Engineer

Holly Vetter for
Matthew P. Ruble, PE
Principal Engineer

Attachments:
General Conditions (6/15/06)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

General Conditions

BRAUN INTERTEC

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

Section 1: Our Responsibilities

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

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

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

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

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

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

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

Section 2: Your Responsibilities

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

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

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

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

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

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

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

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

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

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or $50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

Revised 6-15-06

ADDENDUM NO. 1 TO AGREEMENT BETWEEN
BRAUN INTERTEC AND
THE CITY OF INVER GROVE HEIGHTS

Braun Intertec and the City of Inver Grove Heights hereby agree that Section 5.5 of the General Conditions is hereby amended to read as follows:

5.5 If you do not pay us within 60 days of invoice date and we commence a legal action to collect our compensation and the legal action against you is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation; if the legal action is resolved in your favor, then we will reimburse you your expenses including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation.

If you make a claim in a legal action against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation; if the legal action is resolved in your favor, then we will reimburse you your expenses including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 this 22nd day of October, 2009.

Braun Intertec Corporation

By: _____

Its: _____

City of Inver Grove Heights

By: _____
George Tourville

Its: Mayor

Attest:

_____
Melissa Rheaume, Deputy City Clerk

BRAUN
INTERTEC

Braun Intertec Corporation

October 20, 2009

Proposal BL-09-04603

Mr. Tom Kaldunski, PE
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for a Geotechnical Evaluation
Proposed Street Reconstruction Project
College Trail
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Braun Intertec respectfully submits this proposal to complete a geotechnical evaluation for a proposed street reconstruction project in Inver Grove Heights at the referenced site.

Our Understanding of Project

We were provided details for the project during our site visit with you and through documents. College Trail is an existing two-lane rural section between Broderick Boulevard and Cahill Avenue, partially served by storm sewer. The existing sanitary sewer and water main will likely not be replaced. The currently proposed reconstruction of this roadway will keep it as a rural section, with a possible grade change at an existing crest within the project limits.

The roadway is State Aid-funded, and plans and construction will be completed to State Aid standards.

Purpose

The purpose of a geotechnical evaluation is to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the roadway.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Based on our site reconnaissance with you, it appears that the site will be accessible by conventional truck-mounted drill rig except for in the vicinities of the proposed stormwater ponds, which will require an off-road rig.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative is responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test and Power Auger Borings

We propose to drill 15 power auger borings for College Trail, extending them to between 6 feet (majority of the roadway) and 11 feet (the existing crest). The borings will be "pulled dead" where possible to allow for direct sampling and measurement of subsurface layer transitions on the auger. We will also collect bulk samples at anticipated subgrade elevations for laboratory testing.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Pavement Thickness Measurements

As we advance the borings, our drill crew will attempt to identify and measure the existing pavement section. We will attempt to measure the in-place bituminous, aggregate base and/or concrete to the nearest 1/2 inch. These measurements will be taken within the 6-inch diameter hole. Note that it can be difficult to identify strata boundaries, particularly between bituminous layers; aggregate base consisting of sand and gravel may also be difficult to discern from granular subbase or subgrade soils. Variations in thickness between boring locations should also be anticipated.

We also request you provide any previous construction documents that could help us during our evaluation.

Traffic Control

Traffic warning signs are required to protect our field crew and alert motorists to our work. We have assumed signs will be needed for 1 day(s). The cost of the signs is included in our budget.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer.

We currently do not anticipate having to seal any of the boreholes.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform a total of 6 moisture content tests, 2 mechanical analyses (through a #200 sieve only), 1 Atterberg limits test and 3 Hveem stabilometer R-value tests (with required Proctor tests).

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the site conditions that will impact design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing structure subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommendations for the design of pavements.

One original report and one copy of our report will be submitted to you. At your request, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so we can prepare a copy list for the recipients and distribute the additional reports expediently.

Additional Services

If an all-terrain drill rig is needed for site access due to the discovery of unfavorable terrain or changed conditions, an additional charge of $45 per hour will apply.

If borings must be extended beyond their intended termination depths, we will charge an additional $30 per lineal foot beyond the originally intended termination depth.

Additional site mobilizations will be charged at $300 per day.

Cost

We will furnish the services described in this proposal for an estimated fee of **$4.288.10**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately two weeks of written authorization; the field exploration for the project will take approximately one week to complete. Sample classification and laboratory testing will likely take an additional week. We will pass along results, however, as they are obtained and reviewed. We anticipate we can submit our report by December 2009.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. It is provided in duplicate so the original can be retained for your records and the ***copy can be signed and returned to us. Please return the signed copy in its entirety.***

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

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Neil Lund at 952.995.2284 or Matt Ruble at 952.995.2224.

Sincerely,

BRAUN INTERTEC CORPORATION

Neil G. Lund, PE
Staff Engineer

Holly Voth for:

Matthew P. Ruble, PE
Principal Engineer

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

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

General Conditions

BRAUN INTERTEC

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

Section 1: Our Responsibilities

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

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

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

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

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

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

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

Section 2: Your Responsibilities

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

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

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

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

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

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

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

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

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

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or $50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

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6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

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7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

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Revised 6-15-06

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BRAUN INTERTEC AND
THE CITY OF INVER GROVE HEIGHTS

Braun Intertec and the City of Inver Grove Heights hereby agree that Section 5.5 of the General Conditions is hereby amended to read as follows:

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If you make a claim in a legal action against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation; if the legal action is resolved in your favor, then we will reimburse you your expenses including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 this 22nd day of October, 2009.

Braun Intertec Corporation

By: _____

Its: _____

City of Inver Grove Heights

By: _____
George Tourville

Its: Mayor

Attest:

_____
Melissa Rheaume, Deputy City Clerk

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

October 5, 2009

City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Attn: Mr. Thomas J. Kaldunski, PE, City Engineer

RE: Proposal for Geotechnical & Coring Services - Revision 2
Blaine Avenue, 50th St E to 64th St E
Inver Grove Heights, Minnesota
AET No. 28-00123

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to provide a proposal for geotechnical subsurface exploration, pavement coring, and engineering services per your request. The scope of this work is intended to assist the City of Inver Grove Heights in the design and reconstruction or rehabilitation of Blaine Avenue between approximately 50th Street East and 64th Street East.

Project Information

We understand the proposed construction will consist of improving or reconstructing the pavement structure of Blaine Avenue between about 50th Street East and 64th Street East, excluding the pavement in better condition near the Upper 55th Street East intersection. Deeper utility improvements are not anticipated at this time. We understand the City will be providing traffic quantities for the pavement design evaluations.

Field Work

Based on our understanding of the project, we propose the following scope of services.

- Clear underground public utilities through the Gopher State One Call system.
- Provide traffic warning signs during drilling of the soil borings through the shoulders of the roadway.
- Provide traffic warning/routing signs and a traffic attenuator (crash) trailer during coring of the pavement through the drive lanes.
- Perform 9 standard penetration test (SPT) borings to depths of 6 feet through the shoulders of Blaine Avenue. The borings will be staggered along each side of the roadway, at about a 500-foot spacing between 50th Street and Upper 55th Street, and at a 1000-foot spacing between Upper 55th Street and 64th Street.
- Perform 3 hand auger borings (HAB) or SPT borings to depths of about 2 to 4 feet along the east sidewalk of Blaine Avenue located south of Blackburn Lane.
- Measure the ground water level encountered within the boreholes during drilling.
- Backfill the borings as required by the Minnesota Department of Health.
- Perform 8 pavement cores through the drive lanes of Blaine Avenue. The cores will be spaced about 1000 feet apart between 50th Street and Upper 55th Street and about 500 apart between Upper 55th Street and 64th Street.

550 Cleveland Avenue North | St. Paul, MN 55114
Phone 651-659-9001 | Toll Free 800-972-6364 | Fax 651-659-1379 | www.amengtest.com | AA/EEO
This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

- Patch the pavement surface at the boring/core locations with bituminous patching mixture.
- Document the boring/core locations with a GPS unit with submeter accuracy.

We assume a conventional truck-mounted drill rig will be able to access the site and perform the soil borings. If the drill rig is unable to access the sidewalk borings, these borings will be performed with a hand auger. Measurement of surface elevations at the boring and core locations is not included in our work scope.

Soil Laboratory Testing

- Perform moisture content tests on soil samples obtained from the borings.
- Perform 4 gradations of soil samples obtained from the roadway borings to determine the suitability of aggregate base and other materials for reuse during reconstruction.

Report

Following the field and laboratory work, an engineering report will be prepared and submitted. This report will include the following:

- Logs of the test borings, including drilling methods, soil classifications per USCS and AASHTO systems, results of the laboratory tests, and results of the borehole ground water readings.
- Photographs of the pavement cores and a summary of the pavement core information.
- A figure illustrating the approximate soil boring and pavement core locations.
- A review of the pavement and soil conditions and the soil engineering properties.
- Engineering recommendations for the following:
  - Pavement reconstruction, rehabilitation, and maintenance options.
  - An estimated R-value for the pavement subgrade.
  - Pavement thickness designs for the traffic levels provided by the City.
  - Constructability issues and frost considerations related to the on-site soil and ground water conditions.

The scope of work defined in this proposal is intended for geotechnical purposes only; it is not intended to explore for the presence or extent of any environmental contamination at the site. However, we will note any obvious contamination encountered which can be easily detected by sight or smell.

Fees

Our services will be performed on a time-and-materials basis at a 10% discount from our current fee a schedule, which is attached. For the scope of work described previously (54 feet of SPT borings, 6 feet of HAB borings, and 8 pavement cores), we will consider $5,400 a not-to-exceed fee.

If we encounter buried organic material during boring operations, we recommend extending the borings to a depth of 5 feet below the bottom of the organic deposits. Our rate for this additional work would be invoiced at $35.00 per foot of drilling.

Schedule

Based on our current drilling schedule, drilling and coring could begin about one week after we receive authorization to proceed. We expect the drilling will take about 1 to 1½ days to complete and the coring will take 1 day. Draft boring logs and a pavement core summary can be provided about 3 days after completion of the drilling/coring. We will provide a draft report about 10 working days after the completion of the field work. We will then provide a final report within 4 days of receiving your comments on the draft report.

Terms and Conditions

Our services will be performed according to the attached two-page "Service Agreement" and the one-page "Subsurface Boring Supplement".

Acceptance

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

Remarks

If you have questions or need additional information, please feel free to contact us.

Sincerely,
American Engineering Testing, Inc.

Megan J. L. Hoppe
Staff Engineer
651-603-6604
mlee@amengtest.com

American Engineering Testing, Inc.

David L. Rettner, PE
Principal Engineer
651-755-5795
drettner@amengtest.com

Attachments

PROPOSAL ACCEPTANCE BY:

Signature: _____

Printed Name: _____

Date: _____

I. Personnel Hourly Rates

A.	Word Processing Specialist	56.00/hr
B.	Drill Technician/Lab Technician	82.00/hr
C.	Senior Engineering Technician	87.00/hr
D.	Engineering Assistant	98.00/hr
E.	Engineer I/Geologist I	105.00/hr
F.	Engineer II/Geologist II/Sr. Engr. Assistant	120.00/hr
G.	Senior Engineer/Geologist	133.00/hr
H.	Principal Engineer/Geologist	160.00/hr

II. Vehicle Mileage

A.	Personal Automobile/Truck	0.70/mile
B.	Auxiliary Truck Vehicle	0.90/mile
C.	Truck with Coring Equipment	1.00/mile
D.	Truck with Warning Sign/Crash Trailer	1.10/mile
E.	1-ton Truck with Drill Rig	1.10/mile
F.	1-1/2 to 2-1/2-ton Truck with Drill Rig	1.25/mile
G.	CPT Truck Rig (20-ton push capacity)	1.50/mile
H.	Tractor/Lowboy Trailer	1.70/mile

III. Equipment Rental

A.	Drill Rig Rental	
	1. Rotary Drill on 1-ton Truck	62.00/hr
	2. Rotary Drill on 1½ to 2½-ton Truck	72.00/hr
	3. Rotary Drill on All-Terrain Vehicle	102.00/hr
	4. Portable, Non-rotary Rig	72.00/hr
B.	Auxiliary/Specialty Vehicle Rental	
	1. Auxiliary Truck Vehicle	15.50/hr
	2. Truck with Warning Sign/Crash Trailer	25.00/hr
	3. Truck with Coring Equipment	40.00/hr
C.	Cone (CPT) Rig/Equipment Rental	
	1. CPT Rig (Truck or ATV)	128.00/hr
	2. Electronic Cone w/Computer	37.00/hr
	3. Soil Sampler	3.00/hr
	4. Water Sampler	20.00/hr
D.	Miscellaneous Equipment Rental	
	1. Field Vane Shear	300.00/day
	2. Field Electrical Resistivity	210.00/day
	3. Field Seismic Refraction (ReMi)	370.00/day
	4. Inclinometer Reading Equipment	300.00/day
	5. Pneumatic Transducer Reading	150.00/day
	6. Bore Hole Permeability	
	a. Open End Casing Method	120.00/day
	b. HQ Wireline Packer	300.00/day
	7. Borehole Pressuremeter	55.00/hr
	8. Iowa Borehole Shear Tester	310.00/day
	9. Double Ring Infiltrometer	235.00/day
	10. Photoionization Detector (PID)	110.00/day
	11. GPS Mapping System	13.00/hr
	12. Pile Driving Analyzer (PDA)	680.00/day
	13. Calibrated SPT Rod	175.00/day
	14. Portable Concrete Coring Equipment	35.00/hr
	15. Pavement Testing (FWD includes Truck)	
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	9. SHAFT	15.00/hr
F.	Bit Wear- Rock Coring	
	1. Diamond Bit - Sedimentary Rock	
	a) B, NQ	10.00/foot
	b) HQ	12.00/foot
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	a) B, NQ	17.00/foot
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A.	Water Content	hourly
B.	Dry Density (includes water content)	50.00/test
C.	Atterberg Limits (ASTM:D4318)	
	1. Plasticity Index	100.00/test
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D.	Shrinkage Limit (ASTM:D427)	95.00/test
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F.	Hydrometer Analysis (sieve included)	235.00/test
G.	Thermal Resistivity w/Proctor (ASTM:D5334)	
	1. As Received and Oven Dried (2 pts)	910.00/test
	2. Dry Out Curve (4 pts)	1130.00/test
H.	Electrical Resistivity (ASTM:G57-Soil Box)	85.00/test
I.	Unconfined Compression (ASTM:D2166)	76.00/test
J.	Hand Penetrometer	10.00/test
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L.	Topsoil Borrow Test (Mn/DOT 3877)	340.00/test
M.	R-value (Hveem Stabilometer)	360.00/test
N.	California Bearing Ratio	
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O.	Proctor Tests (Methods A or B)	
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A.	Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
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4.1 - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the work. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

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

SECTION 5 - PROJECT RECORDS

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

SECTION 6 - STANDARD OF CARE

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

SECTION 7 - INSURANCE

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

SECTION 8 - DELAYS
If AET work delays are caused by Client, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH
9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct.
9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.
9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability.
9.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

SECTION 10 - MEDIATION
10.1 - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.
10.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 11 - LITIGATION REIMBURSEMENT
Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 12 - MUTUAL INDEMNIFICATION
12.1 - AET agrees to hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.
12.2 - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.
12.3 - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

SECTION 13 - LIMITATION OF LIABILITY
Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that **the total liability of AET shall not exceed $50,000, or shall not exceed the project fees, whichever is greater.**

SECTION 14 - TERMINATION
After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay for all work performed, including demobilization and reporting costs to complete the file.

SECTION 15 - SEVERABILITY
Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 16 - GOVERNING LAW
This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

SECTION 17 - ENTIRE AGREEMENT
This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.

SUBSURFACE BORING SUPPLEMENT TO TERMS AND CONDITIONS

SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

1.1 - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.

1.2 - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

1.3 - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

1.4 - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

SECTION 2 - SITE RESTORATION

2.1 - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the client.

SECTION 3 - CONTAMINATION

3.1 - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.

3.2 - Pursuant to risks set forth in Section 3.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting therefrom.

SECTION 4 - LOST EQUIPMENT

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

October 5, 2009

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

Attn: Mr. Thomas J. Kaldunski, PE, City Engineer

RE: Revised Proposal for Geotechnical Services
College Trail, Broderick Blvd to Cahill Ave
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to provide a proposal for geotechnical subsurface exploration and engineering services per your request. The scope of this work is intended to assist the City of Inver Grove Heights in the design and reconstruction of College Trail, between Broderick Boulevard and Cahill Avenue.

Project Information

We understand the project will consist of complete reconstruction of the roadway, which is a state aid route. We understand the existing 2-lane rural section will be maintained at the current 28-foot width. The new roadway will include installation of storm sewer. No changes to the existing watermain or sanitary sewer are expected.

Field Work

Based on our understanding of the project, we propose the following scope of services.

- Clear underground public utilities through the Gopher State One Call system.
- Provide traffic warning signs during drilling of the soil borings in the right-of-way but outside of the drive lanes.
- Provide traffic warning and routing signs and a traffic attenuator (crash) trailer during drilling through the drive lanes.
- Perform a total of 14 standard penetration test (SPT) through the existing roadway embankment spaced at about 250 feet and extended to depths of 6 to 11 feet.
- Measure the ground water level encountered within the boreholes during drilling.
- Backfill the borings as required by the Minnesota Department of Health
- Patch the pavement surface at the boring locations with bituminous patching mixture.
- Document the boring locations with a GPS unit with submeter accuracy.

550 Cleveland Avenue North | St. Paul, MN 55114
Phone 651-659-9001 | Toll Free 800-972-6364 | Fax 651-659-1379 | www.amengtest.com | AA/EEO

We assume a conventional truck-mounted drill rig will be able to access the site and perform the soil borings. Measurement of surface elevations at the boring locations is not included in our work scope.

Soil Laboratory Testing

Our services will include laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have budgeted $350 for soil laboratory testing, which may include water content, classification, and simple strength tests.

Report

Following the field and laboratory work, an engineering report will be prepared and submitted. This report will include the following:

- Logs of the test borings, including drilling methods, soil classifications per USCS and AASHTO systems, results of the laboratory tests, and results of the borehole ground water readings.
- A figure illustrating the approximate soil boring locations.
- A review of the soil conditions and the soil engineering properties.
- Engineering recommendations for the following:
  - Pavement subgrade preparation, including sand subbase options.
  - An estimated R-value for the pavement subgrade options presented.
  - Pavement thickness designs for the traffic levels provided by the City
  - Recommendations for utility installation, support/bedding, and backfilling.
  - Constructability issues, such as dewatering, and frost considerations related to the on-site soil and ground water conditions.

The scope of work defined in this proposal is intended for geotechnical purposes only; it is not intended to explore for the presence or extent of any environmental contamination at the site. However, we will note any obvious contamination encountered which can be easily detected by sight or smell.

Fees

Our services will be performed on a time-and-materials basis at a 10% discount from our current fee a schedule, which is attached. For the scope of work described previously, including 109 feet of SPT borings, we will consider $5,900 a not-to-exceed fee.

If we encounter buried organic material during boring operations, we recommend extending the borings to a depth of 5 feet below the bottom of the organic deposits. Our rate for this additional work would be invoiced at $35.00 per foot of drilling.

Schedule

Based on our current drilling schedule, drilling could begin about one week after we receive authorization to proceed. We expect the drilling will take about 1½ days to complete. Draft boring logs can be provided about 3 days after completion of the drilling. We will provide a draft report about 10 working days after the completion of the field work. We will then provide a final report within 4 days of receiving your comments on the draft report.

Terms and Conditions

Our services will be performed according to the attached two-page "Service Agreement" and the one-page "Subsurface Boring Supplement".

Acceptance

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

Remarks

If you have questions or need additional information, please feel free to contact us.

Sincerely,

American Engineering Testing, Inc.

Megan J. L. Hoppe
Staff Engineer
651-603-6604
mlee@amengtest.com

American Engineering Testing, Inc.

David L. Rettner, PE
Principal Engineer
651-755-5795
drettner@amengtest.com

Attachments

PROPOSAL ACCEPTANCE BY:

Signature: _____

Printed Name: _____

Date: _____

I. Personnel Hourly Rates

A.	Word Processing Specialist	56.00/hr
B.	Drill Technician/Lab Technician	82.00/hr
C.	Senior Engineering Technician	87.00/hr
D.	Engineering Assistant	98.00/hr
E.	Engineer I/Geologist I	105.00/hr
F.	Engineer II/Geologist II/Sr. Engr. Assistant	120.00/hr
G.	Senior Engineer/Geologist	133.00/hr
H.	Principal Engineer/Geologist	160.00/hr

II. Vehicle Mileage

A.	Personal Automobile/Truck	0.70/mile
B.	Auxiliary Truck Vehicle	0.90/mile
C.	Truck with Coring Equipment	1.00/mile
D.	Truck with Warning Sign/Crash Trailer	1.10/mile
E.	1-ton Truck with Drill Rig	1.10/mile
F.	1-1/2 to 2-1/2-ton Truck with Drill Rig	1.25/mile
G.	CPT Truck Rig (20-ton push capacity)	1.50/mile
H.	Tractor/Lowboy Trailer	1.70/mile

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SECTION 4 - SAMPLES

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

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

SECTION 5 - PROJECT RECORDS

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

SECTION 6 - STANDARD OF CARE

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

SECTION 7 - INSURANCE

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

SECTION 8 - DELAYS
If AET work delays are caused by Client, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH
9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct.
9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.
9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability.
9.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

SECTION 10 - MEDIATION
10.1 - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.
10.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 11 - LITIGATION REIMBURSEMENT
Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 12 - MUTUAL INDEMNIFICATION
12.1 - AET agrees to hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.
12.2 - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.
12.3 - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

SECTION 13 - LIMITATION OF LIABILITY
Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that **the total liability of AET shall not exceed $50,000, or shall not exceed the project fees, whichever is greater.**

SECTION 14 - TERMINATION
After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay for all work performed, including demobilization and reporting costs to complete the file.

SECTION 15 - SEVERABILITY
Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 16 - GOVERNING LAW
This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

SECTION 17 - ENTIRE AGREEMENT
This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.

SUBSURFACE BORING SUPPLEMENT TO TERMS AND CONDITIONS

SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

1.1 - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.

1.2 - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

1.3 - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

1.4 - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

SECTION 2 - SITE RESTORATION

2.1 - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the client.

SECTION 3 - CONTAMINATION

3.1 - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.

3.2 - Pursuant to risks set forth in Section 3.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting therefrom.

SECTION 4 - LOST EQUIPMENT

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

AGENDA ITEM 4 J

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

Consider Installing an Overhead Street Light at Cahill Avenue/Inver Grove Trail Intersection

Meeting Date:	October 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Thomas J. Kaldunski, 450.2572 TJK	X	Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Consider installing an overhead street light at Cahill Avenue/Inver Grove Trail intersection.

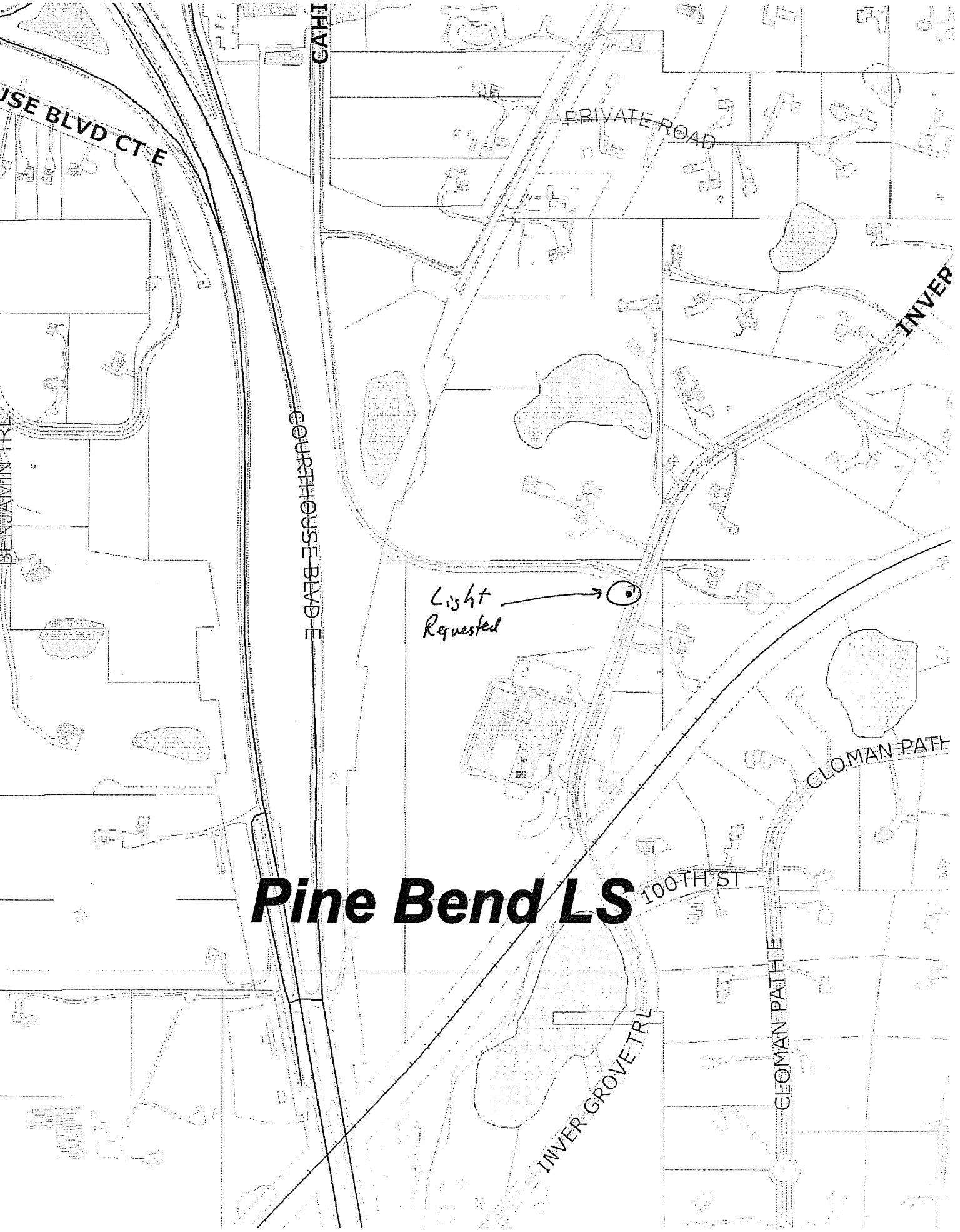
SUMMARY

The City of Inver Grove Heights, working with Xcel Energy, is considering installing an overhead street light at the intersection of Cahill Avenue/Inver Grove Trail. This light would be installed at the west quadrant of the three-way stop. The overhead light will be 150 watts with a flat cobra fixture mounted on a wood pole. This design will only shine light down into the intersection and the light should not project any significant distance from the intersection. This street light will illuminate the three-way stop that was recently installed at this intersection. The Engineering Division reviewed the stop sign and it warrants making the decision to install this all-way stop in accordance with the MN Manual of Uniform Traffic Control Devices. The review of the intersection was prompted by resident complaints due to increased traffic resulting from detours on the Concord Boulevard project and the East Frontage Road on T.H. 52. The stop sign installation is temporary, but will be reviewed for consideration as a permanent control measure once the construction detours are no longer in place.

Xcel Energy will install the light at no cost to the City. The electricity for the light would cost the City of Inver Grove Heights approximately $10.00 per month. If the City Council approves of the light installation, the installation would be in the next few weeks.

Local residents were sent a letter informing them of the proposed light.

TJK/kf
Attachment: Map


USE BLVD CT E
CAHI
PRIVATE ROAD
INVER
COURTHOUSE BLVD E
Light Requested
CLOMAN PATH
100TH ST
CLOMAN PATH E
INVER GROVE TRL

Pine Bend LS

AGENDA ITEM 4K

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

Consider Vibration Monitoring at 4055 59th Street

Meeting Date:	October 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Thomas J. Kaldunski, 450.2572 TJK	X	Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT		New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Consider vibration monitoring at 4055 59th Street.

SUMMARY

Joseph and Rosalyn McBride live at 4055 59th Street. Their property is approximately 1 block east of the Dawn Way Landfill. The McBride's have asked the City of Inver Grove Heights to conduct vibration monitoring on their property in order to identify any effects to their home from the landfill and construction traffic.

City staff has requested quotes from Braun Intertec and American Engineering Testing, Inc. (AET) for the vibration monitoring. Braun Intertec quoted $1,422 and AET quoted $2,650.

Staff is asking City Council to award a contract with Braun Intertec for vibration monitoring at 4055 59th Street. Funding for this work is available in the current Engineering budget for Consultants (101-5100-442.30-30).

TJK/kf
Attachments: Proposals

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

October 13, 2009

City of Inver Grove Heights
Department of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Attn: Tom Kaldunski, P. E.

RE: Proposal for Vibration Monitoring Services
Inver Grove Heights, MN

Dear Mr. Kaldunski:

Per your request, we are submitting this cost proposal for performing vibration monitoring at a home in the City of Inver Grove Heights.

Please review the following proposed scope of services.

Scope

Field

- Set up Blastmate III at location mutually determined by City of Inver Grove Heights and AET. The location will be selected to provide the most representative data for the location being monitored.
- Download the vibration data twice weekly.
- Demobilize vibration monitoring equipment from site after 2 weeks (approximate)

Report

- Biweekly summary reports to the City showing maximum readings and times each day, as well as any reading that would indicate the possibility of any damage to the home. An Instantel DS477 Blastmate III seismograph will be used to perform the vibration monitoring. The seismograph will be programmed to self trigger if the peak particle velocity (PPV) exceeded 0.01 inches per second (in/s) at any time. The resultant data will be reviewed and the maximum peak particle velocity reading from each one-minute increment with a triggering event will be documented. We will notify you immediately if our recommended peak particle velocity is exceeded.
- Final Vibration Monitoring Report to include all data included in the biweekly summaries as well as any additional information relevant to the measured vibrations.

Studies of construction related earth borne vibrations have been performed by numerous organizations worldwide. We recommend that the vibration limits set forth by the Office of Surface Mining (OSM) be followed for this project. These limits were developed from

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a study performed by the former United States Bureau of Mines (USBM). This study related earth borne vibration levels and frequencies resulting from blasting activities to the probability of damage to existing structures. The maximum vibration limit we recommend is a peak particle velocity of 0.5 in/sec to ensure no damage to sheetrock. It should be noted that the limit PPV value for human sensitivity of ground vibrations is 0.02 inches per second.

Fee

Our services for the above scope of work will be performed on a lump sum basis of $2,650.00.

Schedule

AET is currently staffed to provide all of the above services within 1 day of receiving notice to proceed.

Acceptance

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

Remarks

If you have questions or need additional information, please do not hesitate to contact me at 651-755-5795.

Sincerely,

American Engineering Testing, Inc.

David L. Rettner, PE
Principal Engineer, Geotechnical Division
Phone #651-755-5795
Fax #651-659-1347
drettner@amengtest.com

PROPOSAL ACCEPTANCE BY:

Signature:_____

Printed Name:_____

Date:_____

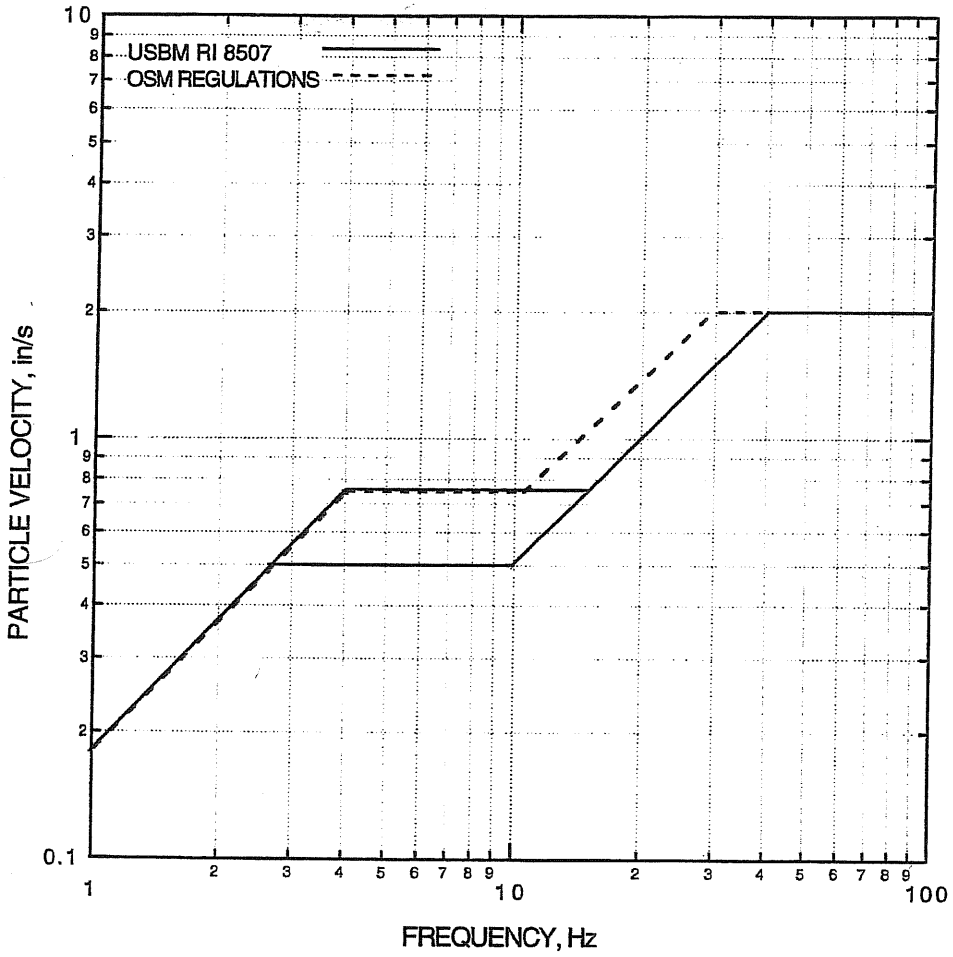

FIGURE 44. Safe level blasting criteria from USBM RI 8507, Appendix B (Siskind et al., 1980b) and the derivative version, the Chart Option from the OSM surface coal mine regulations (OSM, 1983).

BRAUN
INTERTEC

Authorization for Services

BRAUN INTERTEC IS AUTHORIZED TO PROCEED ACCORDING TO THE TERMS STATED HEREIN.

CLIENT INFORMATION & TERMS

CLIENT:

Contact phone: 651.450.2572 Fax:

City of Inver Grove Heights
Thomas J. Kaldunski, PE
8150 Barbara Avenue
Inver Grove Heights, MN 55077

TERMS:

We will perform services according to our attached General Conditions. Pricing will be:

__X__ Actual costs depend on services performed.
Budgeted at: $ 1,422
__X__ Cost estimate attached

_____ Lump sum of: _____

_____ Per Master Service Agreement dated: _____

_____ Other: _____

Authorizer's Signature: X _____

Print Name: _____

Date: _____ Title: _____

Authorizer responsible for payment unless alternate Invoicee provides written confirmation and until accepted by Braun Intertec.

Invoicee Confirmation: X _____
(if different than authorizer)

Print Name: _____

Date: _____ Title: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

A signed copy of this authorization must be received by Braun Intertec via fax or mail before work can proceed.

Authorization (send in all cases)

	Initials:	Date Sent:	Fax or Mail?
Sent to Authorizer:			
Sent to Invoicee:			
General Conditions sent:			

PROJECT DATA

Braun Intertec Project #: **BL-09-04465**

Project Name: Dawn Way Landfill Vibration Study

Service Description: Vibration Monitoring

Location: 4055 59th Street, Inver Grove Heights,

Client Project/PO #:

SCHEDULING RESPONSIBILITY

Braun Intertec: _____ Phone: _____

Client Contact: _____ Phone: _____

Scheduled Start Date: _____

BRAUN INTERTEC CONTACT INFORMATION

Project Manager: Lund, Neil G.

Address: 11001 Hampshire Ave. S.
Minneapolis, MN 55438

Phone: 952-995-2000 Fax 952-995-2020

METHOD OF PAYMENT (check one)

_____ Upon receipt of Invoice

_____ Prepay (attach check)

_____ VISA prepay _____ MasterCard prepay

_____ VISA with invoice _____ MasterCard with invoice

Card Holder Signature: X _____

Card Holder Name: _____

Card Number: _____

Expiration Date: _____

SPECIAL REQUIREMENTS, NOTES

Cost includes technician trips for seismograph set-up, seismograph rental, and a short letter detailing the results

See attached cost estimate

BRAUN INTERTEC

COST ESTIMATE

BL-09-04465 Dawn Way Landfill Vibration Study

City of Inver Grove Heights
Thomas J. Kaldunski, PE
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Service Desc: Vibration Monitoring

Work Location: 4055 59th Street
Inver Grove Heights,

Estimator: Lund, Neil G.

Description:	Quantity:	Units:	Unit Price:	Extension:
Building Sciences				
Technician III	4.00	Hours	77.00	308.00
Staff Engineer	4.00	Hours	98.00	392.00
Senior Engineer	0.50	Hours	140.00	70.00
Project Assistant	0.50	Hours	64.00	32.00
Seismographic Equipment, per week	2.00	Weeks	250.00	500.00
Trip charge	4.00	Trips	30.00	120.00
		Phase Total:		**$1,422.00**

SUMMARY

Building Sciences	**1,422.00**
Total:	**$1,422.00**

General Conditions

BRAUN INTERTEC

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

Section 1: Our Responsibilities

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

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

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

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

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

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

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

Section 2: Your Responsibilities

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

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

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

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

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

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

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

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

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

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or $50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

Revised 6-15-06

AGENDA ITEM _____

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

PERSONNEL ACTIONS

Meeting Date:	October 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: Amara Biebert, Hannah Forrest, Jylaine Fox, Taylor Wagner, Taylor Floyd, Jillian Richgels, Jacob Schneider, Ashley Smidl, Christopher Hubert, Nicholas Osborn and Jerold Daniels.

AGENDA ITEM 6A

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

Assessment Hearing for City Project No. 2008-09D – Urban Street Reconstruction, South Grove Area 3

Meeting Date:	October 26, 2009
Item Type:	Assessment Hearing
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Assessments, Pavement Management Fund, Municipal State Aid Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Assessment hearing to consider a resolution adopting the final assessment roll for City Project No. 2008-09D – Urban Street Reconstruction, South Grove Area 3 for the following areas: Mill and overlay portion of the project includes 65th Street from Cahill Avenue to Carmen Avenue, and 67th Street from 65th Street to Clayton Avenue East. The reconstruction portion includes Cloman Avenue East from 70th Street East to 68th Street East, Cleve Avenue East from 70th Street East to 69th Street East, Clayton Avenue East from 70th Street East to 67th Street East, Clay Avenue East from 70th Street East to 69th Street East, Claude Avenue East from 70th Street East to 69th Street East, Casper Avenue East from 70th Street East to 69th Street East, Carmen Avenue East from 70th Street East to Hilltop Elementary School, Carleda Avenue East from 70th Street East to 68th Street East, Cain Avenue from 69th Street East to 68th Street East, 69th Street East from Cahill Avenue East to SSP Airport Property, 68th Street East from Cain Avenue to Cloman Avenue East, Carmen Court East, 68th Court East, 68th Court East, 68th Court East.

SUMMARY

City Project No. 2008-09D was ordered by the City Council on March 10, 2008 as part of the City's 2008 Pavement Management Program. Mill and overlay improvements, street reconstruction with concrete curb and gutter, concrete sidewalk, storm sewer, water main, grading, landscaping, restoration and appurtenances are included in the project. The final total project cost is $3,669,953.15

There are 431 properties proposed to be assessed. The reconstruction area consists of the following: 247 single-family residential lots, 3 partial residential lots, 1 business, 1 school property, 9 church properties, and 1 City property. The mill and overlay area consists of 154 townhomes/condos, 9 businesses, 1 apartment property, and 2 school properties. There are 3 single-family residential lots on Cahill Avenue that are assessed for storm sewer only. There were 250 properties in the reconstruction area that were assessed for storm sewer also.

The proposed assessment roll is based on an assessment cap of $4,000 for street reconstruction and a $2,000 assessment cap for mill and overlay per the recommendation provided in the assessment analysis performed by Metzen Appraisals. All mill and overlay assessments, per the assessment policy, were less than the $2,000 assessment cap. If the calculated cumulative total assessment for the parcels in the project area exceeds $4,000 for reconstruction, the amount in excess of $4,000 would be paid by the Pavement Management Fund. Then, if the parcel already paid assessments for storm water improvements on City Project No. 2001-02, that amount is subtracted from $4,000 to arrive at the final assessment amount.

AGENDA ITEM _____

The total amount proposed to be specially assessed is $1,876,302.29 if the policy is followed and $1,174,087.69 if the assessments are capped following the recommendations of the assessment analysis. An assessment term of ten (10) years at an interest rate of six (6) percent for street reconstruction and/or storm sewer costs is recommended. One exception is the church property. Based on discussions with a representative of Mount Bethel Church, the term for the church's assessment is proposed to be fifteen (15) years. This is the same term that was approved for the Church of St. Patrick for the 2006 reconstruction project assessment. An assessment term of five years (5) years at an interest rate of six (6) percent for mill and overlay is recommended.

An information meeting held on September 30 and was attended by 20 residents (attendance list attached). Topics of discussion are summarized in the attached October 1, 2009 e-mail. Topics included requested repairs, assessments where owners had one full lot and a partial lot, and several parcels that are road right-of-way that shouldn't be assessed.

I recommend approving the resolution adopting the final assessment roll for City Project No. 2008-09D, Urban Street Reconstruction, South Grove Area 3.

TJK/kf
Attachments: Attendance List
October 1, 2009 e-mail
Assessment Roll (version with cap and version without cap)
Map
Resolution
Objections (2)

SIGN IN SHEET

INFORMATION MEETING

CITY PROJECT NO. 2008-09D
SOUTH GROVE AREA 3

Wednesday, September 30 at 5:30-7:30 p.m.

NAME	ADDRESS	CONTACT INFO.
1. Loren JOTBIAD	6930 Clayton ave	phone: 651-450-1004 mobile: e-mail
2. John HOLST	6940 Cloman ave	phone: 651-442-9603 mobile: e-mail bitlersbottles@comcast.
3. Pete FALLAN G	6883 CARleda AVe	phone: mobile: e-mail
4. Mike Danich	6805 Carleda Ave E.	phone: (651)492-9597 mobile: e-mail
5. Wm. Frison	6802 Carleda Ave E.	phone: 651-455-0751 mobile: e-mail
6. Joyce Lundell	3507 Cloman W E	phone: 651-451-2795 mobile: e-mail
7. Myrtle J Hebert	3464 Cloman Way E	phone: 651-450-6086 mobile: e-mail
8. Marge Stretter	3490 Cloman Way E	phone: 651-552-4678 mobile: e-mail
9. Karen Hemmingson	3519 Cloman Way E	phone: 651-457-3889 mobile: e-mail
10. Joan Mund	3330 68th Ct E.	phone: 457-5862 mobile: e-mail
11. Ralph A Grossman	3504 68 ST E	phone: 651-451-1685 mobile: e-mail

SIGN IN SHEET

INFORMATION MEETING

CITY PROJECT NO. 2008-09D
SOUTH GROVE AREA 3

Wednesday, September 30 at 5:30-7:30 p.m.

NAME	ADDRESS	CONTACT INFO.
12. WARREN LARSON	6931 Clayton Ave	phone: 6514517914 mobile: e-mail
13. Irene Goodfellow	6880 Carmen Ave E.	phone: 651-455-7966 mobile: e-mail
14. Pam Kraus-Johnson	3320 E. 69th St.	phone: 651-455-8453 mobile: e-mail
15. Gary Connolly	3197 69th st E.	phone: mobile: e-mail gary.connolly@secur
16. KEN PENTTILA	6961 CARMEN CT E	phone: 651-455-1819 mobile: e-mail klpenttila@comcast.net
17. RICH BURROWS	Formerly 6961 CARMEN	phone: 651 3061366 mobile: e-mail
18. Barb Heinzen	6971 CLAYTON	phone: 651-455-5132 mobile: e-mail
19. Jason Vogel	6921 Clay Ave.	phone: mobile: e-mail
20. Jim Nelson	3580 68th	phone: 455 6197 mobile: e-mail
21.		phone: mobile: e-mail
22.		phone: mobile: e-mail

From: Tom Kaldunski
Sent: Thursday, October 01, 2009 2:01 PM
To: John Schmeling
Cc: Scott Thureen; Steve Dodge; Kathy Fischer
Subject: Feedback from the Open House on 2008 Assessments

John ,
I received some feedback from last night's meeting that needs follow up before the Assessment hearing on 10/26;

1) 6971 Claude ; This person was indicating that he felt his driveway needed to be replaced . It appears to be a area where the cross slope is 2 % across the entire road . No street crown . His wife is not happy with the perceived bump when going thru the gutter. Please review the driveway and report your findings.
2) 6980 Claude , This resident indicated a sod gap that should be repaired .
3) 6971 Clayton Ave, This resident brought forth a question related to the two lots she owns . One is a full lot that her house sits on the other is a partial lot that she had been told is unbuildable. The original spread sheet assigned a $4,000 cap to each of these lots . That would result in about $7,600 assessment . Upon review by staff , we would want to prorate the assessment cap based on the front footage . (ie if a 80 ft lot gets a cap of $4,000 then a 35 ft lot would have a cap of $1,750) . This would result in her total being adjusted to $5,750 before credits are applied .
4) The same issue as in item 3 appears to occur at 6970 Casper Ave and at 6971 Cleve Ave & the partial lot owned by Chuong Doan. These partial lots should get the same proration on the assessment cap before credits are applied .
5) There are two Tax PIN's that apply to the road right of way in the Lake Bridge development . These two parcels should not be assessed because they are road ROW.

Make these adjustments to the pending final assessment roll . We will need the revised numbers to put out the revised notice tomorrow .

Thomas J. Kaldunski, PE
City Engineer
City of Inver Grove Heights
651-450-2572

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITHOUT CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITHOUT CITY CAP
200030002150	WILLIAM J HARGIS	3052	65TH ST E	$5,569.98	$0.00	$0.00	$5,569.98		$5,569.98
200030001728	SPOTLESS CAR WASH	3095	65TH ST E	$4,545.47	$0.00	$0.00	$4,545.47		$4,545.47
201795001001	DENWIN SIMON PROPERTIES LLC	3098	65TH ST E	$7,270.03	$0.00	$0.00	$7,270.03		$7,270.03
200030001528	MDG PROPERTIES LLC	3105	65TH ST E	$4,005.74	$0.00	$0.00	$4,005.74		$4,005.74
200030002051	BONNIE M GEAR	3108	65TH ST E	$30,113.45	$0.00	$0.00	$30,113.45		$30,113.45
204435011001	JOY ROXANNE KYLE	3389	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435012001	SIERRA SKY NELSON	3391	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435007001	NICHOLAS EVANGELIST	3393	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435008001	JODI SONNICHSEN	3395	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435015001	HEATHER S ARMAN	3397	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435016001	SUSAN M HELSER	3399	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435021001	JACQUES & JANICE LAURENCOT	3409	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435022001	VERNA KRUSE	3411	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435023001	SHIELA & TADD FRANCIS	3419	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435024001	JOHNNY L SMITH	3421	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435027001	SUSAN R BLANTON	3429	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435028001	ROXANE M DELONG	3431	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435029001	JACKLYN I VERONIKAS	3439	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435030001	JACOB HOLUB & BRITINI NIELSEN	3441	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435031001	MARIE WINTERBURN	3469	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435032001	NISSA SALE	3471	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435035001	DAVID & JODI PHIPPS	3479	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435036001	NANCY L HUNSTAD	3481	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435039001	PAUL E & RITA M DOFFING	3489	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435040001	SARAH J TALLACKSON	3491	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202017	JOSE L & ANGELA J RAMIREZ	3501	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201017	JUSTIN & MELISSA TISCHLEDER	3503	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203016	JESSICA C AHLBERG	3509	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202016	STEPHANIE L WOLD	3511	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204016	KATHLEEN J FISCHER	3513	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201016	SHARON K SULLIVAN	3515	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201018	TCM PROPERTIES	3517	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202018	DIANE M KRECH	3519	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203013	MARK A FLASCHER	3521	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202013	KATHLEEN M ZEHOSKI	3523	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204014	VICKI A BAHR	3525	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203014	SUZANNE M PIETSCH	3527	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203015	CYNTHIA A KOEHNEN	3529	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202015	TIMOTHY WEIMER	3531	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
207116025003	MARJORIE CRAIN	3260	68TH CT E	$0.00	$4,339.69	$3,012.44	$7,352.13		$7,352.13
207116024003	GEORGE M & CAROL L BROWN	3268	68TH CT E	$0.00	$4,339.69	$2,450.32	$6,790.01		$6,790.01
207116023003	KENNETH H & DIANNE DORMA	3274	68TH CT E	$0.00	$4,339.69	$3,635.41	$7,975.10		$7,975.10
207116022003	STEVEN A KRUTCHEK	3280	68TH CT E	$0.00	$4,339.69	$2,451.45	$6,791.14		$6,791.14
207116021003	JAMES E & JOYCE A BEAUMONT	3290	68TH CT E	$0.00	$4,339.69	$3,515.80	$7,855.49	($365.00)	$7,490.49
207116020003	JEFFREY F KUBISZEWSKI	3296	68TH CT E	$0.00	$4,339.69	$2,268.27	$6,607.96	($365.00)	$6,242.96
207116019003	PATRICK J DUROSE	3304	68TH CT E	$0.00	$4,339.69	$3,010.47	$7,350.16		$7,350.16
207116017003	DAVID R & JUDITH SWEITZER	3322	68TH CT E	$0.00	$4,339.69	$3,012.52	$7,352.21		$7,352.21
207116016003	LLOYD D & KAREN A SOINE	3324	68TH CT E	$0.00	$4,339.69	$2,250.25	$6,589.94		$6,589.94
207116015003	PAUL W & JOANNE E SCHNEIDER	3330	68TH CT E	$0.00	$4,339.69	$3,534.03	$7,873.72		$7,873.72
207116014003	FRANCIS E & SHELBY LAVACOT	3336	68TH CT E	$0.00	$4,339.69	$2,451.62	$6,791.31		$6,791.31
207116013003	BRUCE W & SUSAN LIPPOLT	3340	68TH CT E	$0.00	$4,339.69	$3,637.82	$7,977.51		$7,977.51
207116012003	LAVERN A & FAE ANN ASK	3344	68TH CT E	$0.00	$4,339.69	$2,330.89	$6,670.58		$6,670.58
207116011003	JAN J & JOANNE PATKA	3350	68TH CT E	$0.00	$4,339.69	$3,010.79	$7,350.48	($365.00)	$6,985.48
207116009003	JOHN J & KAREN A AUGER	3370	68TH CT E	$0.00	$4,339.69	$3,012.52	$7,352.21		$7,352.21
207116008003	ROBERT & GEORGANNE GILLENWATER	3376	68TH CT E	$0.00	$4,339.69	$2,205.10	$6,544.79		$6,544.79
207116007003	HEATHER CHERRY	3380	68TH CT E	$0.00	$4,339.69	$3,394.03	$7,733.72	($365.00)	$7,368.72
207116006003	LINDA K & SUSAN MISHLER	3386	68TH CT E	$0.00	$4,339.69	$2,453.74	$6,793.43	($365.00)	$6,428.43
207116005003	FRANCIS & K ANDERSON	3392	68TH CT E	$0.00	$4,339.69	$3,763.59	$8,103.28		$8,103.28
207116003003	TERRY L & WENDY M LEFROOTH	3426	68TH CT E	$0.00	$4,339.69	$3,011.35	$7,351.04		$7,351.04
207116011005	JOEL S & B MIELKE	3101	68TH ST E	$0.00	$4,339.69	$1,269.63	$5,609.32		$5,609.32
207116010005	ROBERT D CAUSSE	3107	68TH ST E	$0.00	$4,339.69	$777.35	$5,117.04		$5,117.04
207116009005	CINDY M HARTLEY	3113	68TH ST E	$0.00	$4,339.69	$1,204.14	$5,543.83		$5,543.83
207116004009	KIM D & CHARMAYNE L BEAUCLAIR	3120	68TH ST E	$0.00	$4,339.69	$2,561.66	$6,901.35		$6,901.35

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITHOUT CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITHOUT CITY CAP
207116008005	GERALD L & BEVERLY R MASSIE	3125	68TH ST E	$0.00	$4,339.69	$1,206.35	$5,546.04		$5,546.04
207116007005	JON M & DIANA L LERBS	3139	68TH ST E	$0.00	$4,339.69	$1,294.71	$5,634.40		$5,634.40
207116003009	CHARLES & RUTH MARTIN	3140	68TH ST E	$0.00	$4,339.69	$2,486.03	$6,825.72		$6,825.72
207116002009	JAMES M & JOHANNA A OLUND	3150	68TH ST E	$0.00	$4,339.69	$2,386.56	$6,726.25		$6,726.25
207116006005	CALVIN C & JUDITH A METCALF	3153	68TH ST E	$0.00	$4,339.69	$1,255.28	$5,594.97		$5,594.97
207116005005	KENT L & ANN J PEDERSON	3167	68TH ST E	$0.00	$4,339.69	$1,784.94	$6,124.63		$6,124.63
207116003005	FRANK & SHERI L GONZALEZ	3183	68TH ST E	$0.00	$4,339.69	$2,390.05	$6,729.74		$6,729.74
207116002008	CHARLES BOSER	3190	68TH ST E	$0.00	$4,339.69	$2,386.38	$6,726.07		$6,726.07
207116002005	MICHAEL P & COLLEEN OBRIEN	3191	68TH ST E	$0.00	$4,339.69	$2,390.48	$6,730.17		$6,730.17
207116001005	MICHAEL & LOREE ANN BIERMEIER	3199	68TH ST E	$0.00	$4,339.69	$2,661.41	$7,001.10		$7,001.10
200030003152	IND SCHOOL DIST 199	3201	68TH ST E	$2,785.13	$0.00	$26,997.20	$29,782.32	($15,116.18)	$14,666.14
204435002000	IND SCHOOL DIST 199	3201	68TH ST E	$18,664.26	$0.00	$8,591.32	$27,255.59	($4,810.43)	$22,445.16
207116004005	IND SCHOOL DIST 199	3201	68TH ST E	$0.00	$5,907.20	$2,318.67	$8,225.87	($1,298.26)	$6,927.61
207116016004	DONALD E & PHYLLIS YZERMANS	3205	68TH ST E	$0.00	$4,339.69	$2,688.30	$7,027.99		$7,027.99
207116015004	RONALD G & ANNA M KRUEGER	3235	68TH ST E	$0.00	$4,339.69	$2,295.87	$6,635.56		$6,635.56
207116026003	RALPH A & DEBRA JOHNSON	3240	68TH ST E	$0.00	$4,339.69	$2,392.87	$6,732.56		$6,732.56
207116014004	AARON J & AMY J REUTER	3255	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$6,629.91
207116013004	ANTHONY M & ROXANNE NITTI	3275	68TH ST E	$0.00	$4,339.69	$2,290.23	$6,629.92		$6,629.92
207116012004	AMERICANA COMMUNITY BANK	3301	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$6,629.91
207116011004	ROBERT D & GLORIA J LESHER	3307	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$6,629.91
207116018003	LARRY W BREDY	3314	68TH ST E	$0.00	$4,339.69	$2,346.78	$6,686.47		$6,686.47
207116010004	CHARLIE & CRYSTAL KOVACS	3321	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$6,629.91
207116009004	CATHERINE STEELE	3333	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$6,629.91
207116008004	ROBERT W & CHERYL A HARTHAUS	3345	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$6,629.91
207116007004	NEIL W & JUDITH A NEUBAUER	3355	68TH ST E	$0.00	$4,339.69	$2,290.21	$6,629.90		$6,629.90
207116010003	JAMES H & JOSEPHINE WOOD	3360	68TH ST E	$0.00	$4,339.69	$2,346.78	$6,686.47		$6,686.47
207116006004	JOSEPH F BURGER	3365	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$6,629.91
207116005004	LEROY G & CYNTHIA A MELSBY	3385	68TH ST E	$0.00	$4,339.69	$2,290.23	$6,629.92		$6,629.92
207116004003	MICHAEL S & JANET D ALLE	3398	68TH ST E	$0.00	$4,339.69	$2,643.07	$6,982.76		$6,982.76
207116004004	PATRICK NITTI	3401	68TH ST E	$0.00	$4,339.69	$2,290.23	$6,629.92		$6,629.92
207116003004	MARY LACEY	3435	68TH ST E	$0.00	$4,339.69	$2,290.23	$6,629.92		$6,629.92
207116002003	PHILLIP M & JOANNE C MCCOY	3460	68TH ST E	$0.00	$4,339.69	$2,414.06	$6,753.75		$6,753.75
207116002004	LUIS R HERNANDEZ	3465	68TH ST E	$0.00	$4,339.69	$2,295.87	$6,635.56		$6,635.56
207116001004	ANDRES IBARRA	3495	68TH ST E	$0.00	$4,339.69	$2,666.02	$7,005.71		$7,005.71
207116014001	TONY A KAUTZ	3501	68TH ST E	$0.00	$4,339.69	$1,206.93	$5,546.62	($365.00)	$5,181.62
207116005002	RALPH L & JANICE E SWANSON	3504	68TH ST E	$0.00	$4,339.69	$2,670.03	$7,009.72	($365.00)	$6,644.72
207116004002	JAY & MICHELLE WEBBER	3520	68TH ST E	$0.00	$4,339.69	$2,386.55	$6,726.24		$6,726.24
207116012001	CHERI A TEREAU	3539	68TH ST E	$0.00	$4,339.69	$1,586.37	$5,926.06		$5,926.06
207116003002	JEFFREY V & ROBIN D OGILVIE	3546	68TH ST E	$0.00	$4,339.69	$2,733.20	$7,072.89		$7,072.89
207116011001	STEPHEN M LARSEN	3559	68TH ST E	$0.00	$4,339.69	$2,080.92	$6,420.61		$6,420.61
207116002002	JOHN J FISHER	3570	68TH ST E	$0.00	$4,339.69	$2,386.60	$6,726.29		$6,726.29
207116010001	JEROME S PETERSEN	3575	68TH ST E	$0.00	$4,339.69	$2,376.55	$6,716.24		$6,716.24
207116001002	JAMES & NANCY NALIPINSKI	3580	68TH ST E	$0.00	$4,339.69	$2,685.44	$7,025.13		$7,025.13
207116009001	HAROLD M & RAMONA J MEECH	3585	68TH ST E	$0.00	$4,339.69	$2,303.89	$6,643.58		$6,643.58
207116008001	CHRISTOPHER & KELLY WELDON	3595	68TH ST E	$0.00	$4,339.69	$1,416.13	$5,755.82		$5,755.82
207116004006	JEFFREY E & PATRICIA REIS	3024	69TH ST E	$0.00	$4,339.69	$1,840.33	$6,180.02		$6,180.02
207116003006	SCOTT R SICARD	3048	69TH ST E	$0.00	$4,339.69	$2,417.18	$6,756.87		$6,756.87
207116002006	WILLIAM B & LAURA J HESS	3076	69TH ST E	$0.00	$4,339.69	$2,324.73	$6,664.42		$6,664.42
207116004007	ROBERT L & KIMBERLY BROWN	3124	69TH ST E	$0.00	$4,339.69	$2,572.34	$6,912.03		$6,912.03
207116009008	JEANETTE J CRANDALL	3135	69TH ST E	$0.00	$4,339.69	$2,237.85	$6,577.54		$6,577.54
207116003007	PAUL A & ANGELA M COFFEY	3154	69TH ST E	$0.00	$4,339.69	$2,487.88	$6,827.57		$6,827.57
207116010008	WILLIAM & KRISTINE PETERSON	3159	69TH ST E	$0.00	$4,339.69	$2,295.98	$6,635.67		$6,635.67
207116002007	BARBARA A BITTERMAN	3176	69TH ST E	$0.00	$4,339.69	$2,581.83	$6,921.52		$6,921.52
207116011008	MICHAEL J LEYDE	3177	69TH ST E	$0.00	$4,339.69	$2,833.80	$7,173.49		$7,173.49
207116001007	GEORGE GARCIA	3186	69TH ST E	$0.00	$4,339.69	$3,155.20	$7,494.89		$7,494.89
207116012008	GARY F & LISA M CONNELLY	3197	69TH ST E	$0.00	$4,339.69	$2,941.07	$7,280.76		$7,280.76
207115316010	WANDA M BABCOCK	3210	69TH ST E	$0.00	$4,339.69	$2,447.14	$6,786.83		$6,786.83
207116031003	BRENDA & PAUL OCONNELL	3245	69TH ST E	$0.00	$4,339.69	$2,390.19	$6,729.88		$6,729.88
207116032003	DAVID & JUDITH PETERSEN	3269	69TH ST E	$0.00	$4,339.69	$2,394.33	$6,734.02		$6,734.02
207116033003	BAHA SIXTY NINE LLC	3281	69TH ST E	$0.00	$4,339.69	$2,393.50	$6,733.19		$6,733.19
207116034003	LAURIE A MIX	3301	69TH ST E	$0.00	$4,339.69	$2,392.66	$6,732.35		$6,732.35
207115316009	MERITH J MAXA COWDEN	3310	69TH ST E	$0.00	$4,339.69	$2,448.61	$6,788.30		$6,788.30
207116035003	GERALDINE BYERS	3319	69TH ST E	$0.00	$4,339.69	$2,391.83	$6,731.52		$6,731.52

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITHOUT CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITHOUT CITY CAP
207115301009	PAMELA M KARAS-JOHNSON	3320	69TH ST E	$0.00	$4,339.69	$2,447.06	$6,786.75		$6,786.75
207115316008	JAY C & THERESA L OKESON	3330	69TH ST E	$0.00	$4,339.69	$2,442.76	$6,782.45		$6,782.45
207116036003	BRENT GLASS	3331	69TH ST E	$0.00	$4,339.69	$2,391.00	$6,730.69		$6,730.69
207115301008	MICHAEL J LOSIE	3340	69TH ST E	$0.00	$4,339.69	$2,442.24	$6,781.93		$6,781.93
207116037003	ROLAND R & CELESTINE MINOR	3345	69TH ST E	$0.00	$4,339.69	$2,390.16	$6,729.85		$6,729.85
207116038003	ALAN D & CAROL KISLING	3363	69TH ST E	$0.00	$4,339.69	$2,389.32	$6,729.01		$6,729.01
207116039003	DANIEL W DAWN	3377	69TH ST E	$0.00	$4,339.69	$2,388.49	$6,728.18		$6,728.18
207116040003	SUSANNA O INGEBRETSON	3385	69TH ST E	$0.00	$4,339.69	$2,387.66	$6,727.35		$6,727.35
207116041003	ROBERT & DEBRA MUELLER	3397	69TH ST E	$0.00	$4,339.69	$2,386.83	$6,726.52		$6,726.52
207116042003	RICHARD E & DARLENE BONGERS	3409	69TH ST E	$0.00	$4,339.69	$2,385.99	$6,725.68		$6,725.68
207115316007	BRUCE A & SANDRA M CLARK	3440	69TH ST E	$0.00	$4,339.69	$2,437.71	$6,777.40		$6,777.40
207116043003	MARSHA A PALMER	3445	69TH ST E	$0.00	$4,339.69	$2,385.16	$6,724.85		$6,724.85
207116044003	LEO H & KAREN S WOLFF	3469	69TH ST E	$0.00	$4,339.69	$2,379.36	$6,719.05		$6,719.05
207115301007	DAVID J & KATHLEEN BARCLAY	3480	69TH ST E	$0.00	$4,339.69	$2,436.24	$6,775.93		$6,775.93
207116010002	GREGORY HUNDER	3513	69TH ST E	$0.00	$4,339.69	$2,698.57	$7,038.26		$7,038.26
207115316006	CHRIS J & DEBORAH M SCHNEIDER	3520	69TH ST E	$0.00	$4,339.69	$1,864.97	$6,204.66		$6,204.66
207116011002	GARY S & WENDY K TEIGEN	3527	69TH ST E	$0.00	$4,339.69	$2,386.56	$6,726.25		$6,726.25
207115301006	WANDA M LORSUNG	3544	69TH ST E	$0.00	$4,339.69	$1,308.01	$5,647.70		$5,647.70
207116012002	DAKOTA COUNTY CDA	3551	69TH ST E	$0.00	$4,339.69	$2,547.65	$6,887.34		$6,887.34
207116013002	BRADLEY BARTELS	3573	69TH ST E	$0.00	$4,339.69	$2,386.52	$6,726.21		$6,726.21
207115316005	JOSEPHINE A BADER	3580	69TH ST E	$0.00	$4,339.69	$1,862.35	$6,202.04		$6,202.04
207116014002	WAYNE W JR & KELLI J MILNER	3585	69TH ST E	$0.00	$4,339.69	$2,684.71	$7,024.40		$7,024.40
207115301005	ERIC E CLIFTON	3590	69TH ST E	$0.00	$4,339.69	$2,426.62	$6,766.31		$6,766.31
207116001001	PATSY L KAEDER	3615	69TH ST E	$0.00	$4,339.69	$2,150.26	$6,489.95		$6,489.95
207115301004	GREGORY & VALERIE PETERSEN	3620	69TH ST E	$0.00	$4,339.69	$1,334.66	$5,674.35	($365.00)	$5,309.35
207115311010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,168.80	$2,502.14	$7,670.94	($154.63)	$7,516.31
207115304010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$2,510.29	$8,048.29	($155.14)	$7,893.15
207115305010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$2,510.03	$8,048.03	($155.12)	$7,892.91
207115306010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$2,509.78	$8,047.78	($155.11)	$7,892.67
207115307010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$2,509.53	$8,047.53	($155.09)	$7,892.44
207115308010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$2,587.35	$882.75	$3,470.11	($54.56)	$3,415.55
207115309010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$2,598.43	$0.00	$2,598.43		$2,598.43
207115310010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$1,512.20	$7,050.20	($93.46)	$6,956.74
207115313110	MT BETHEL UMC	3239	70TH ST E	$0.00	$0.00	$4,337.91	$4,337.91	($268.09)	$4,069.82
200030002027	THOMAS & JUDY TSTES LEACH	6426	CAHILL	$827.08	$0.00	$0.00	$827.08		$827.08
200030003027	SINCLAIR MARKETING INC	6466	CAHILL	$2,525.80	$0.00	$0.00	$2,525.80		$2,525.80
200030001050	45-2572X LINN EATLLC	6500	CAHILL	$4,235.18	$0.00	$0.00	$4,235.18		$4,235.18
207116001000	BREMER BANK	6800	CAHILL	$0.00	$0.00	$1,074.13	$1,074.13		$1,074.13
200030001054	YOCUM OIL INVER GROVE HEIGHTS LLC	6976	CAHILL	$0.00	$11,076.00	$3,379.66	$14,455.66		$14,455.66
200030001251	GATOR VILLAGE PARTNERS LTD	6588	CAHILL AVE	$8,149.67	$0.00	$0.00	$8,149.67		$8,149.67
200030001151	GATOR VILLAGE PARTNERS LTD	6666	CAHILL AVE	$2,988.69	$0.00	$0.00	$2,988.69		$2,988.69
207116005006	DOUGLAS J & MARY SMITH	6928	CAHILL AVE E	$0.00	$0.00	$2,482.25	$2,482.25		$2,482.25
207116006006	JAMES V & JANET HOLZEMER	6948	CAHILL AVE E	$0.00	$0.00	$2,409.89	$2,409.89		$2,409.89
207116012005	JESSE FILLMORE	6801	CAIN AVE E	$0.00	$4,339.69	$3,243.97	$7,583.66		$7,583.66
207116013005	KRISTI L CHARLTON	6805	CAIN AVE E	$0.00	$4,339.69	$3,148.98	$7,488.67		$7,488.67
207116005009	BRUCE A & PATRICIA A KRECH	6808	CAIN AVE E	$0.00	$4,339.69	$2,737.61	$7,077.30		$7,077.30
207116006009	JANET M BULERA	6824	CAIN AVE E	$0.00	$4,339.69	$2,607.90	$6,947.59		$6,947.59
207116014005	KENNETH L WALLERT	6825	CAIN AVE E	$0.00	$4,339.69	$3,161.39	$7,501.08		$7,501.08
207116007009	STEVEN J & LYNETTE A LAFORTE	6840	CAIN AVE E	$0.00	$4,339.69	$2,485.99	$6,825.68		$6,825.68
207116015005	ALDEN L & PHYLLIS BARTELS	6845	CAIN AVE E	$0.00	$4,339.69	$3,160.69	$7,500.38		$7,500.38
207116016005	BRYAN MILESKI	6865	CAIN AVE E	$0.00	$4,339.69	$2,932.62	$7,272.31		$7,272.31
207116008009	JOEL J & JENNY J KRANZ	6868	CAIN AVE E	$0.00	$4,339.69	$2,485.99	$6,825.68		$6,825.68
207116017005	LOIS MARIE YOUNG	6875	CAIN AVE E	$0.00	$4,339.69	$2,421.06	$6,760.75	($365.00)	$6,395.75
207116009009	DANIEL F & IRENE GOODSTEIN	6880	CAIN AVE E	$0.00	$4,339.69	$2,444.19	$6,783.88		$6,783.88
207116018005	URBAN A & KATHRYN M BAUER	6895	CAIN AVE E	$0.00	$4,339.69	$2,611.44	$6,951.13		$6,951.13
207116010009	JOHN A & MARGIE M RIEBHOFF	6896	CAIN AVE E	$0.00	$4,339.69	$2,893.83	$7,233.52		$7,233.52
207116009007	WILLIAM & ANNA M BLOYER	6992	CARLEDA AVE	$0.00	$4,339.69	$2,018.68	$6,358.37		$6,358.37
207116003008	WILLIAM J & DEBRA FRISON	6802	CARLEDA AVE E	$0.00	$4,339.69	$2,692.62	$7,032.31		$7,032.31
207116001009	MICHAEL W DANICH	6805	CARLEDA AVE E	$0.00	$4,339.69	$2,684.88	$7,024.57		$7,024.57
207116004008	LEEALLEN J & RUTH A SWEENY	6810	CARLEDA AVE E	$0.00	$4,339.69	$3,492.34	$7,832.03		$7,832.03
207116016009	CLIFFORD M & MAXINE BOCHE	6835	CARLEDA AVE E	$0.00	$4,339.69	$2,667.19	$7,006.88		$7,006.88
207116005008	RUSSELL P & JULIA LILJEDAHL	6838	CARLEDA AVE E	$0.00	$4,339.69	$4,510.28	$8,849.97		$8,849.97
207116006008	MARIAN Y MITCHELL	6866	CARLEDA AVE E	$0.00	$4,339.69	$3,170.80	$7,510.49		$7,510.49

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207116015009	ROSA P TSTE ESTREM	6877	CARLEDA AVE E	$0.00	$4,339.69	$3,362.93	$7,702.62		$7,702.62
207116007008	LISA A STAGEBERG	6880	CARLEDA AVE E	$0.00	$4,339.69	$2,521.50	$6,861.19		$6,861.19
207116014009	DAVID A & NITA TOMMERAASEN	6881	CARLEDA AVE E	$0.00	$4,339.69	$3,615.93	$7,955.62		$7,955.62
207116013009	PETER J FALLANG	6883	CARLEDA AVE E	$0.00	$4,339.69	$3,006.24	$7,345.93		$7,345.93
207116012009	GREGORY & TERESA CAMPBELL	6889	CARLEDA AVE E	$0.00	$4,339.69	$2,629.48	$6,969.17		$6,969.17
207116008008	BRADLEY N FINNE	6894	CARLEDA AVE E	$0.00	$4,339.69	$2,772.32	$7,112.01		$7,112.01
207116011009	SCOTT & SARAH COLLETTE	6895	CARLEDA AVE E	$0.00	$4,339.69	$3,016.09	$7,355.78		$7,355.78
207116001006	SUSANNE SOMAN	6905	CARLEDA AVE E	$0.00	$4,339.69	$2,637.08	$6,976.77		$6,976.77
207116005007	RICHARD W & LAVERNE EDWARDS	6906	CARLEDA AVE E	$0.00	$4,339.69	$2,995.41	$7,335.10		$7,335.10
207116006007	MARK A & ANN M PIVEC	6928	CARLEDA AVE E	$0.00	$4,339.69	$2,684.87	$7,024.56	($365.00)	$6,659.56
207116008006	ROBERT C HUGHES	6931	CARLEDA AVE E	$0.00	$4,339.69	$3,285.47	$7,625.16		$7,625.16
207116007007	RAMONA L MITCHELL	6948	CARLEDA AVE E	$0.00	$4,339.69	$2,852.24	$7,191.93		$7,191.93
207116007006	FEDERAL HOME LOAN MORTGAGE CORP	6951	CARLEDA AVE E	$0.00	$4,339.69	$3,052.25	$7,391.94		$7,391.94
207116008007	JAMES E MEDLICOTT	6976	CARLEDA AVE E	$0.00	$4,339.69	$3,086.59	$7,426.28		$7,426.28
207116027003	J CRUZ MORA	6810	CARMEN AVE E	$0.00	$4,339.69	$2,861.14	$7,200.83		$7,200.83
207116001008	BENNO R & PATRICIA KLOTZ	6821	CARMEN AVE E	$0.00	$4,339.69	$2,684.56	$7,024.25		$7,024.25
207116028003	SCOTT D NEUMANN	6840	CARMEN AVE E	$0.00	$4,339.69	$3,052.38	$7,392.07		$7,392.07
207116014008	SHANNON M & MICHAEL MCMONIGAL	6841	CARMEN AVE E	$0.00	$4,339.69	$3,587.55	$7,927.24		$7,927.24
207116029003	BEVERLY M EASTON	6880	CARMEN AVE E	$0.00	$4,339.69	$3,022.36	$7,362.05	($365.00)	$6,997.05
207116013008	THOMAS D & GLORIA J CLASSEN	6881	CARMEN AVE E	$0.00	$4,339.69	$3,829.83	$8,169.52		$8,169.52
207116030003	AUGUST J & VERNA M ARTWOHL	6898	CARMEN AVE E	$0.00	$4,339.69	$2,819.21	$7,158.90		$7,158.90
207115315010	GERALD ROBT THERA	6920	CARMEN AVE E	$0.00	$4,339.69	$2,503.63	$6,843.32		$6,843.32
207115314110	DOUGLAS S GACKSTETTER	6930	CARMEN AVE E	$0.00	$4,339.69	$3,170.72	$7,510.41		$7,510.41
207116021007	JAY S & NORA L SMITH	6931	CARMEN AVE E	$0.00	$4,339.69	$2,756.15	$7,095.84		$7,095.84
207116014007	JAMES J & BRIDGET HOSCHETTE	6965	CARMEN AVE E	$0.00	$4,339.69	$2,694.28	$7,033.97		$7,033.97
207116013007	KATHRYN R BURGER	6985	CARMEN AVE E	$0.00	$4,339.69	$2,676.26	$7,015.95		$7,015.95
207116020007	MOREQUITY INC	6941	CARMEN CT E	$0.00	$4,339.69	$2,142.72	$6,482.41		$6,482.41
207116019007	DEREK J KOTTKE	6947	CARMEN CT E	$0.00	$4,339.69	$2,308.29	$6,647.98		$6,647.98
207116018007	ELWYN J & BARBARA A WANG	6953	CARMEN CT E	$0.00	$4,339.69	$3,254.52	$7,594.21		$7,594.21
207116017007	RICHARD J BERZINSKI	6959	CARMEN CT E	$0.00	$4,339.69	$2,919.79	$7,259.48		$7,259.48
207116016007	KENNETH L PENTTILA	6961	CARMEN CT E	$0.00	$4,339.69	$2,147.44	$6,487.13	($365.00)	$6,122.13
207116015007	WILLIAM JR & CAROLE KELLER	6963	CARMEN CT E	$0.00	$4,339.69	$2,237.81	$6,577.50		$6,577.50
207115301010	JEFFREY & K L PIETRUSZEWSKI	6911	CASPER AVE E	$0.00	$4,339.69	$2,452.66	$6,792.35		$6,792.35
207115315009	NICKOLAUS BOESE	6920	CASPER AVE E	$0.00	$4,339.69	$2,510.84	$6,850.53		$6,850.53
207115302010	JODI L MILLERBERND	6921	CASPER AVE E	$0.00	$4,339.69	$2,510.77	$6,850.46		$6,850.46
207115314009	THOMAS H & MARY A HELLER	6930	CASPER AVE E	$0.00	$4,339.69	$2,510.62	$6,850.31		$6,850.31
207115313009	DOREEN A CARLSON	6940	CASPER AVE E	$0.00	$4,339.69	$2,510.37	$6,850.06		$6,850.06
207115303010	HOWARD J PINCE	6941	CASPER AVE E	$0.00	$4,339.69	$2,510.56	$6,850.25		$6,850.25
207115312009	JOSEPH J GELHAYE	6950	CASPER AVE E	$0.00	$4,339.69	$2,510.14	$6,849.83		$6,849.83
207115311009	CHRISTOPHER SCOTT KLAWITER	6960	CASPER AVE E	$0.00	$4,339.69	$2,509.92	$6,849.61		$6,849.61
207115310009	BETTY L OLSON	6970	CASPER AVE E	$0.00	$4,339.69	$2,509.68	$6,849.37		$6,849.37
207115309009	BETTY L OLSON	6970	CASPER AVE E	$0.00	$1,867.08	$796.30	$2,663.38		$2,663.38
204435001001	GRACE G OMELIA	6680	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435002001	STEVEN C WINGE	6682	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435005001	LORRAINE E BRUNNER	6690	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435006001	SUE E PLADSON	6692	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435044003	BRIAN STROM	6709	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435009001	DAWN M POLMAN	6710	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435043003	DENISE M ALDEN	6711	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435010001	HEATHER TRACY THOMPSON	6712	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
207116013001	CITY OF INVER GROVE HTS		CITY OF IGH	$0.00	$5,907.20	$1,091.82	$6,999.02		$6,999.02
207115315008	SHIRLEY H BOTTEN	6920	CLAUDE AVE E	$0.00	$4,339.69	$2,510.38	$6,850.07		$6,850.07
207115302009	SEAN M BOARDMAN	6921	CLAUDE AVE E	$0.00	$4,339.69	$2,510.78	$6,850.47		$6,850.47
207115314008	JAMES & CAROL SMITH	6930	CLAUDE AVE E	$0.00	$4,339.69	$2,510.23	$6,849.92		$6,849.92
207115303009	DOUGLAS & SHIRLEY NESS	6931	CLAUDE AVE E	$0.00	$4,339.69	$2,510.56	$6,850.25		$6,850.25
207115313008	TIMOTHY & DEBRA M JENKINS	6940	CLAUDE AVE E	$0.00	$4,339.69	$2,510.09	$6,849.78		$6,849.78
207115304009	PAUL A & ELLEN M CAPECCHI	6941	CLAUDE AVE E	$0.00	$4,339.69	$2,510.28	$6,849.97		$6,849.97
207115312008	THOMAS G & KATHRYN L MIELKE	6950	CLAUDE AVE E	$0.00	$4,339.69	$2,509.90	$6,849.59	($365.00)	$6,484.59
207115305009	JAMES W & JANET M KEALY	6951	CLAUDE AVE E	$0.00	$4,339.69	$2,510.05	$6,849.74		$6,849.74
207115311008	HOWARD SCHROEDER	6960	CLAUDE AVE E	$0.00	$4,339.69	$2,509.75	$6,849.44		$6,849.44
207115306009	DAVID A & DEBORAH S JOHNSON	6961	CLAUDE AVE E	$0.00	$4,339.69	$2,509.80	$6,849.49		$6,849.49
207115308009	JOHN H & JANET R SWANSON	6971	CLAUDE AVE E	$0.00	$4,339.69	$3,677.25	$8,016.94		$8,016.94
207115310008	JASON L & JANET R SWANSON	6980	CLAUDE AVE E	$0.00	$4,339.69	$3,248.38	$7,588.07		$7,588.07

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITHOUT CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITHOUT CITY CAP
207115315007	NICHOLAS E BOMBARDO	6920	CLAY AVE E	$0.00	$4,339.69	$2,510.88	$6,850.57		$6,850.57
207115302008	JASON P VOYDA	6921	CLAY AVE E	$0.00	$4,339.69	$2,511.27	$6,850.96		$6,850.96
207115314007	TRAVIS ROSENDAHL	6930	CLAY AVE E	$0.00	$4,339.69	$2,510.61	$6,850.30		$6,850.30
207115303008	SCOTT H & SHERRI L MILLER	6931	CLAY AVE E	$0.00	$4,339.69	$2,510.94	$6,850.63		$6,850.63
207115313007	NORBERT W DELONG	6940	CLAY AVE E	$0.00	$4,339.69	$2,510.39	$6,850.08		$6,850.08
207115304008	JACLYN & JONATHAN ERIE	6941	CLAY AVE E	$0.00	$4,339.69	$2,510.63	$6,850.32		$6,850.32
207115312007	ALVERA S WILLHITE	6950	CLAY AVE E	$0.00	$4,339.69	$2,104.90	$6,444.59		$6,444.59
207115305008	MARTIN & DARLENE GERKE	6951	CLAY AVE E	$0.00	$4,339.69	$2,510.31	$6,850.00		$6,850.00
207115311007	CAROLYN SAMUELSON	6960	CLAY AVE E	$0.00	$4,339.69	$1,955.85	$6,295.54		$6,295.54
207115310007	ANNA & SHAWN MARSH	6970	CLAY AVE E	$0.00	$4,339.69	$2,454.57	$6,794.26		$6,794.26
207115306008	DONALD & BEVERLY PASKET	6971	CLAY AVE E	$0.00	$4,339.69	$2,509.97	$6,849.66		$6,849.66
207115308008	JAMES ALAN WELCH	6981	CLAY AVE E	$0.00	$4,339.69	$2,790.41	$7,130.10		$7,130.10
207116001003	MILISSA & ROMAN D DELAO	6815	CLAYTON	$0.00	$4,339.69	$2,961.43	$7,301.12		$7,301.12
207115308007	RAYMOND & BARBARA HEINZER	6971	CLAYTON	$0.00	$1,840.42	$0.00	$1,840.42		$1,840.42
207116006002	DAWN E HARDEN	6826	CLAYTON AVE	$0.00	$4,339.69	$2,032.21	$6,371.90		$6,371.90
207116047003	RICHARD E & DONNA M LEYDE	6829	CLAYTON AVE	$0.00	$4,339.69	$2,934.10	$7,273.79		$7,273.79
207116008002	HALFTAN & PATRICIA PEDERSON	6872	CLAYTON AVE	$0.00	$4,339.69	$3,870.60	$8,210.29		$8,210.29
207116046003	LAWRENCE A & JOYCE A VITEK	6873	CLAYTON AVE	$0.00	$4,339.69	$2,964.96	$7,304.65		$7,304.65
207116045003	LAUREL ANN TINDELL	6895	CLAYTON AVE	$0.00	$4,339.69	$2,759.05	$7,098.74		$7,098.74
207115303007	WARREN R & MYRA J LARSON	6931	CLAYTON AVE	$0.00	$4,339.69	$2,510.59	$6,850.28		$6,850.28
207115311006	ALEXANDER VILLEDA	6960	CLAYTON AVE	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115310006	JEAN E MARKS	6970	CLAYTON AVE	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115307007	RAYMOND & BARBARA HEINZER	6971	CLAYTON AVE	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207116007002	CHARLES S & KIM M PIETRUSZEWSKI	6846	CLAYTON AVE E	$0.00	$4,339.69	$3,831.91	$8,171.60		$8,171.60
207116009002	JEROME T & KAREN A BOYER	6884	CLAYTON AVE E	$0.00	$4,339.69	$2,133.93	$6,473.62		$6,473.62
207115315006	WALTER & TONI M CHURCH	6920	CLAYTON AVE E	$0.00	$4,339.69	$1,223.17	$5,562.86		$5,562.86
207115302007	MONTY JAMES KRAMER	6921	CLAYTON AVE E	$0.00	$4,339.69	$2,510.84	$6,850.53		$6,850.53
207115314006	SCOTT & AMANDA SKISTAD	6930	CLAYTON AVE E	$0.00	$4,339.69	$1,234.60	$5,574.29		$5,574.29
207115313006	BARBARA A LUNDBERG	6940	CLAYTON AVE E	$0.00	$4,339.69	$1,243.88	$5,583.57		$5,583.57
207115304007	ANA DEL CARMEN RIVERA	6941	CLAYTON AVE E	$0.00	$4,339.69	$2,510.32	$6,850.01		$6,850.01
207115312006	MARK WALSETH	6950	CLAYTON AVE E	$0.00	$4,339.69	$150.24	$4,489.93		$4,489.93
207115305007	ALVIN & ANITA VANSOMEREN	6951	CLAYTON AVE E	$0.00	$4,339.69	$210.98	$4,550.67		$4,550.67
207115306007	KENT W & ANGELA K KOHOUT	6961	CLAYTON AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115315005	EMILY A WEBB	6920	CLEVE AVE E	$0.00	$4,339.69	$1,049.58	$5,389.27		$5,389.27
207115302006	DONALD E ROBINETTE	6921	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115314005	CATHLEEN MARIE HENDRIKSON	6930	CLEVE AVE E	$0.00	$4,339.69	$696.70	$5,036.39		$5,036.39
207115303006	MATTHEW J KRUMRIE	6931	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115313005	SCOTT G ROBINSON	6940	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115304006	BAYAYBIN MEDFU	6941	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115312005	VERGIL E & LOUISE ERICKSON	6950	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115305006	GARY A BRUNS	6951	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115311005	PATRICK W & JUDITH MCCANN	6960	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115306006	AARON D ISTA	6961	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115310005	MELISSA E HUGHES	6970	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207115307006	MARK E ANDERBERG	6971	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$4,339.69
207116007001	DIANE M HIDDING	6800	CLOMAN AVE E	$0.00	$4,339.69	$362.77	$4,702.46		$4,702.46
207116006001	MARY LOU ISTA	6802	CLOMAN AVE E	$0.00	$4,339.69	$402.89	$4,742.58		$4,742.58
207116005001	BARBARA & EUGENE MCELMURY	6812	CLOMAN AVE E	$0.00	$4,339.69	$831.22	$5,170.91		$5,170.91
207116018002	MANUEL JR CAPIZ	6825	CLOMAN AVE E	$0.00	$4,339.69	$2,078.87	$6,418.56		$6,418.56
207116004001	DONAVON L & TERRI KENISON	6838	CLOMAN AVE E	$0.00	$4,339.69	$955.09	$5,294.78		$5,294.78
207116017002	ERIC T BADER	6845	CLOMAN AVE E	$0.00	$4,339.69	$3,859.12	$8,198.81		$8,198.81
207116003001	PATRICIA R STRAIGHT	6866	CLOMAN AVE E	$0.00	$4,339.69	$1,263.84	$5,603.53		$5,603.53
207116016002	DAVID C LYNCH	6875	CLOMAN AVE E	$0.00	$4,339.69	$3,838.91	$8,178.60		$8,178.60
207116002001	DANIEL E & DEBORAH F WAHLBERG	6878	CLOMAN AVE E	$0.00	$4,339.69	$1,556.62	$5,896.31		$5,896.31
207116015002	CARMEN I REYES	6885	CLOMAN AVE E	$0.00	$4,339.69	$2,078.59	$6,418.28		$6,418.28
207115302004	PHILIP M GRAMS	6920	CLOMAN AVE E	$0.00	$4,339.69	$727.18	$5,066.87	($365.00)	$4,701.87
207115302005	GENE A & AMY B FREIER	6921	CLOMAN AVE E	$0.00	$4,339.69	$2,503.29	$6,842.98		$6,842.98
207115303004	LAURIE J LIENEMANN	6930	CLOMAN AVE E	$0.00	$4,339.69	$669.59	$5,009.28		$5,009.28
207115303005	ROBERT A & LINDA R CASEY	6931	CLOMAN AVE E	$0.00	$4,339.69	$2,410.41	$6,750.10		$6,750.10
207115304004	JOHN & MICHELLE HOLST	6940	CLOMAN AVE E	$0.00	$4,339.69	$611.61	$4,951.30		$4,951.30
207115304005	KARI JEAN KEALY	6941	CLOMAN AVE E	$0.00	$4,339.69	$1,231.90	$5,571.59	($365.00)	$5,206.59
207115305004	PEDRO PADILLA JIMENEZ	6950	CLOMAN AVE E	$0.00	$4,339.69	$552.67	$4,892.36		$4,892.36
207115305005	JOEL Q DELUTRI	6951	CLOMAN AVE E	$0.00	$4,339.69	$1,214.58	$5,554.27		$5,554.27

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITHOUT CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITHOUT CITY CAP
207115306004	CYNTHIA K CHERMAK	6960	CLOMAN AVE E	$0.00	$4,339.69	$494.29	$4,833.98		$4,833.98
207115306005	NATHAN TIMM	6961	CLOMAN AVE E	$0.00	$4,339.69	$1,242.01	$5,581.70		$5,581.70
207115308005	LAWRENCE J & RUTH M HERMANN	6971	CLOMAN AVE E	$0.00	$4,339.69	$426.13	$4,765.82	($365.00)	$4,400.82
207115308004	KRISTI CROSSLEY	6980	CLOMAN AVE E	$0.00	$4,339.69	$324.97	$4,664.66		$4,664.66
204435201004	WILLIAM SPROULS	3481	CLOMAN WAY	$271.55	$0.00	$0.00	$271.55		$271.55
204435029003	WAYNE GILBERTSON	3265	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435030003	TIMOTHY J FORESTER	3267	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435027003	DIANE EMERSON	3269	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435028003	SHIRLEY BENZ	3271	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435025003	PAUL L DUNCAN	3275	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435026003	TERRENCE P WILLARD	3277	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435014003	DANE ROLLOFF	3278	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435023003	ALLEGRA PATAK	3279	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435013003	FAYE A EIFFLER	3280	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435024003	KAREN S GOLDEN	3281	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435021003	MARA K WESCOTT	3289	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435022003	KAREN I LAAKSO	3291	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435012003	MARLENE M CAUSSE	3318	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435011003	JANET L ZEVERINO	3320	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435002003	DAVID G BONNESON	3338	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435001003	HEATHER JAMIESON	3340	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435004001	GAIL E WESCOTT	3358	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435003001	JULENE M IVERSON	3360	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435018003	STEVEN C WINGE	3368	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435017003	KARIE J JESKE	3370	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435014001	RENEEE FRANCINE BERNIER	3378	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435013001	MARK & ALLISON GANGLER	3380	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435018001	BRYAN PATTERSON	3408	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435017001	DENNINE M SODERSTROM	3410	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204002	SUSAN M DAHL	3415	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203002	SUSAN J BOMBARDO	3417	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435020001	ANTON DAISA	3418	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435019001	BARBARA GORDON	3420	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201002	JANET E AGUIRRE	3429	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202002	JOHN C FISHBAUGHER	3431	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435026001	PAMELA E LUNDGREN	3438	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435025001	KATHERINE E GUSTAFSON	3440	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435101002	TIMOTHY J WILLIS	3447	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435034001	KIM M GEORGE	3448	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435103002	CARYN PLOTNER	3449	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435033001	ANN FURGESON	3450	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435104002	LEE ANN MARS	3457	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435038001	SUSAN M JACOBY	3458	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435102002	TAMMY J FREY	3459	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435037001	SARLYN R ZIEGLER	3460	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203003	ALEXANDER ZELENYUK	3461	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203017	ORION & ANDREA WORLEY	3462	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202003	RHONDA A W ROBINETTE	3463	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204017	MYRTLE JOAN HEBERT	3464	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204018	LINDA L KRECH	3466	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203018	CINDY HEINZER	3468	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203004	ANGELA WOOD	3471	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202004	REBEKAH A SELESKI	3473	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204003	DEBORAH M KNIEBEL	3475	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201003	EDWARD J SMITH	3477	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204004	LAWRENCE E & JOANN RAHN	3479	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204005	KAREN J BLOEMERS	3483	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204019	DONALD G & NANCY CORNIEA	3484	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203005	TREVOR J KUKOWSKI	3485	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201019	HEATHER JAMIESON	3486	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204009	LISA S HUGHES	3488	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203009	MARGARET MARY STELTER	3490	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204010	PERNILLA M NORD	3500	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITHOUT CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITHOUT CITY CAP
204435201005	LAVERNE A SCHILLE	3501	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203010	MICHAEL J & SHANNON COBB	3502	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202005	MARY E BADE	3503	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204006	HEATHER K JAMIESON	3505	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203006	JOYCE E LUNDELL	3507	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201006	GLENN H KURKOSKY	3513	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202006	EVELYN SCANLON	3515	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204007	STEPHEN V CAPAUL	3517	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203007	KAREN A HEMMINGSON	3519	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201010	SHARON STURDIVANT	3522	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202010	BRYAN R NIPPOLDT	3524	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201009	MILICA MLINAREVICH	3526	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202009	JACOB ADAM	3528	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201007	JOEL A GERKE	3529	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204013	MICHAEL P SIMPSON	3530	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202007	GERALD & JOANNE HAFNER	3531	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201013	HAROLD J & GERALDINE WINTER	3532	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204011	WILLIAM R LANGESLAY	3534	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203011	ANDY KRAUSE	3536	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201011	CAROLYN R ZANICK	3544	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202011	BECKY ANN PETERSON	3546	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204012	ANGELA L MORRIS	3548	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201012	TRISTY AUGER	3550	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203012	BRADLEY A EVANSON	3560	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202012	RYAN & JENNIFER WINGET	3562	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201014	DEAN B & LINDA R HEDBERG	3564	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202014	ELLIE M MANWILLER	3566	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204015	MARGURETTE J FIELD	3568	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201015	ELAINE M BENSON	3570	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435032003	JAMES THEISEN	3270	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435031003	RANDALL L ATKINS	3272	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435034003	EVE M CHRISTIANSON	3280	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435033003	LOUISE A CAMPBELL	3282	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435036003	SHERRI L FROMM	3290	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435019003	STUART C EDEAL	3291	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435035003	BONNIE HEDRICK	3292	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435020003	KEVIN R MCCORMICK	3293	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435015003	JILL A BIERBAUM	3295	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435016003	TERRENCE BELTZ	3297	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435038003	KATHARINE A FUHRMAN	3300	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435037003	SANDRA J BROWN	3302	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435009003	TRACY A KARELS	3305	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435010003	BRIAN MUNSON	3307	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435005003	BARBARA L LEHMANN	3309	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435040003	JOHN O BLACKBIRD	3310	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435006003	STEVEN C SCHREIBER	3311	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435039003	CARI ANN STUDEMAN	3312	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435007003	TERESA M LEMIRE	3315	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435008003	JACQUELYN M FALLON	3317	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435003003	LONN & AMY MOECHNIG	3319	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435042003	STEVEN J ARNTZEN	3320	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435004003	FRANCIS J ELLRINGER	3321	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435041003	VALERIE C VAUGHAN	3322	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
207115308006	CHUONG DOAN			$0.00	$1,819.99	$0.00	$1,819.99		$1,819.99
									$1,876,302.29

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITH CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITH CITY CAP
200030002150	WILLIAM J HARGIS	3052	65TH ST E	$5,569.98	$0.00	$0.00	$5,569.98		$5,569.98
200030001728	SPOTLESS CAR WASH	3095	65TH ST E	$4,545.47	$0.00	$0.00	$4,545.47		$4,545.47
201795001001	DENWIN SIMON PROPERTIES LLC	3098	65TH ST E	$7,270.03	$0.00	$0.00	$7,270.03		$7,270.03
200030001528	MDG PROPERTIES LLC	3105	65TH ST E	$4,005.74	$0.00	$0.00	$4,005.74		$4,005.74
200030002051	BONNIE M GEAR	3108	65TH ST E	$30,113.45	$0.00	$0.00	$30,113.45		$30,113.45
204435011001	JOY ROXANNE KYLE	3389	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435012001	SIERRA SKY NELSON	3391	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435007001	NICHOLAS EVANGELIST	3393	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435008001	JODI SONNICHSEN	3395	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435015001	HEATHER S ARMAN	3397	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435016001	SUSAN M HELSER	3399	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435021001	JACQUES & JANICE LAURENCOT	3409	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435022001	VERNA KRUSE	3411	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435023001	SHIELA & TADD FRANCIS	3419	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435024001	JOHNNY L SMITH	3421	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435027001	SUSAN R BLANTON	3429	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435028001	ROXANE M DELONG	3431	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435029001	JACKLYN I VERONIKAS	3439	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435030001	JACOB HOLUB & BRITINI NIELSEN	3441	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435031001	MARIE WINTERBURN	3469	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435032001	NISSA SALE	3471	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435035001	DAVID & JODI PHIPPS	3479	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435036001	NANCY L HUNSTAD	3481	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435039001	PAUL E & RITA M DOFFING	3489	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435040001	SARAH J TALLACKSON	3491	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202017	JOSE L & ANGELA J RAMIREZ	3501	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201017	JUSTIN & MELISSA TISCHLEDER	3503	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203016	JESSICA C AHLBERG	3509	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202016	STEPHANIE L WOLD	3511	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204016	KATHLEEN J FISCHER	3513	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201016	SHARON K SULLIVAN	3515	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201018	TCM PROPERTIES	3517	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202018	DIANE M KRECH	3519	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203013	MARK A FLASCHER	3521	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202013	KATHLEEN M ZEHOSKI	3523	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204014	VICKI A BAHR	3525	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203014	SUZANNE M PIETSCH	3527	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203015	CYNTHIA A KOEHNEN	3529	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202015	TIMOTHY WEIMER	3531	67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
207116025003	MARJORIE CRAIN	3260	68TH CT E	$0.00	$4,339.69	$3,012.44	$7,352.13		$4,000.00
207116024003	GEORGE M & CAROL L BROWN	3268	68TH CT E	$0.00	$4,339.69	$2,450.32	$6,790.01		$4,000.00
207116023003	KENNETH H & DIANNE DORMA	3274	68TH CT E	$0.00	$4,339.69	$3,635.41	$7,975.10		$4,000.00
207116022003	STEVEN A KRUTCHEK	3280	68TH CT E	$0.00	$4,339.69	$2,451.45	$6,791.14		$4,000.00
207116021003	JAMES E & JOYCE A BEAUMONT	3290	68TH CT E	$0.00	$4,339.69	$3,515.80	$7,855.49	($365.00)	$3,635.00
207116020003	JEFFREY F KUBISZEWSKI	3296	68TH CT E	$0.00	$4,339.69	$2,268.27	$6,607.96	($365.00)	$3,635.00
207116019003	PATRICK J DUROSE	3304	68TH CT E	$0.00	$4,339.69	$3,010.47	$7,350.16		$4,000.00
207116017003	DAVID R & JUDITH SWEITZER	3322	68TH CT E	$0.00	$4,339.69	$3,012.52	$7,352.21		$4,000.00
207116016003	LLOYD D & KAREN A SOINE	3324	68TH CT E	$0.00	$4,339.69	$2,250.25	$6,589.94		$4,000.00
207116015003	PAUL W & JOANNE E SCHNEIDER	3330	68TH CT E	$0.00	$4,339.69	$3,534.03	$7,873.72		$4,000.00
207116014003	FRANCIS E & SHELBY LAVACOT	3336	68TH CT E	$0.00	$4,339.69	$2,451.62	$6,791.31		$4,000.00
207116013003	BRUCE W & SUSAN LIPPOLT	3340	68TH CT E	$0.00	$4,339.69	$3,637.82	$7,977.51		$4,000.00
207116012003	LAVERN A & FAE ANN ASK	3344	68TH CT E	$0.00	$4,339.69	$2,330.89	$6,670.58		$4,000.00
207116011003	JAN J & JOANNE PATKA	3350	68TH CT E	$0.00	$4,339.69	$3,010.79	$7,350.48	($365.00)	$3,635.00
207116009003	JOHN J & KAREN A AUGER	3370	68TH CT E	$0.00	$4,339.69	$3,012.52	$7,352.21		$4,000.00
207116008003	ROBERT & GEORGANNE GILLENWATER	3376	68TH CT E	$0.00	$4,339.69	$2,205.10	$6,544.79		$4,000.00
207116007003	HEATHER CHERRY	3380	68TH CT E	$0.00	$4,339.69	$3,394.03	$7,733.72	($365.00)	$3,635.00
207116006003	LINDA K & SUSAN MISHLER	3386	68TH CT E	$0.00	$4,339.69	$2,453.74	$6,793.43	($365.00)	$3,635.00
207116005003	FRANCIS & K ANDERSON	3392	68TH CT E	$0.00	$4,339.69	$3,763.59	$8,103.28		$4,000.00
207116003003	TERRY L & WENDY M LEFROOTH	3426	68TH CT E	$0.00	$4,339.69	$3,011.35	$7,351.04		$4,000.00
207116011005	JOEL S & B MIELKE	3101	68TH ST E	$0.00	$4,339.69	$1,269.63	$5,609.32		$4,000.00
207116010005	ROBERT D CAUSSE	3107	68TH ST E	$0.00	$4,339.69	$777.35	$5,117.04		$4,000.00
207116009005	CINDY M HARTLEY	3113	68TH ST E	$0.00	$4,339.69	$1,204.14	$5,543.83		$4,000.00
207116004009	KIM D & CHARMAYNE L BEAUCLAIR	3120	68TH ST E	$0.00	$4,339.69	$2,561.66	$6,901.35		$4,000.00

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CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITH CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITH CITY CAP
207116008005	GERALD L & BEVERLY R MASSIE	3125	68TH ST E	$0.00	$4,339.69	$1,206.35	$5,546.04		$4,000.00
207116007005	JON M & DIANA L LERBS	3139	68TH ST E	$0.00	$4,339.69	$1,294.71	$5,634.40		$4,000.00
207116003009	CHARLES & RUTH MARTIN	3140	68TH ST E	$0.00	$4,339.69	$2,486.03	$6,825.72		$4,000.00
207116002009	JAMES M & JOHANNA A OLUND	3150	68TH ST E	$0.00	$4,339.69	$2,386.56	$6,726.25		$4,000.00
207116006005	CALVIN C & JUDITH A METCALF	3153	68TH ST E	$0.00	$4,339.69	$1,255.28	$5,594.97		$4,000.00
207116005005	KENT L & ANN J PEDERSON	3167	68TH ST E	$0.00	$4,339.69	$1,784.94	$6,124.63		$4,000.00
207116003005	FRANK & SHERI L GONZALEZ	3183	68TH ST E	$0.00	$4,339.69	$2,390.05	$6,729.74		$4,000.00
207116002008	CHARLES BOSER	3190	68TH ST E	$0.00	$4,339.69	$2,386.38	$6,726.07		$4,000.00
207116002005	MICHAEL P & COLLEEN OBRIEN	3191	68TH ST E	$0.00	$4,339.69	$2,390.48	$6,730.17		$4,000.00
207116001005	MICHAEL & LOREE ANN BIERMEIER	3199	68TH ST E	$0.00	$4,339.69	$2,661.41	$7,001.10		$4,000.00
200030003152	IND SCHOOL DIST 199	3201	68TH ST E	$2,785.13	$0.00	$26,997.20	$29,782.32	($15,116.18)	$14,666.14
204435002000	IND SCHOOL DIST 199	3201	68TH ST E	$18,664.26	$0.00	$8,591.32	$27,255.59	($4,810.43)	$22,445.16
207116004005	IND SCHOOL DIST 199	3201	68TH ST E	$0.00	$5,907.20	$2,318.67	$8,225.87	($1,298.26)	$6,927.61
207116016004	DONALD E & PHYLLIS YZERMANS	3205	68TH ST E	$0.00	$4,339.69	$2,688.30	$7,027.99		$4,000.00
207116015004	RONALD G & ANNA M KRUEGER	3235	68TH ST E	$0.00	$4,339.69	$2,295.87	$6,635.56		$4,000.00
207116026003	RALPH A & DEBRA JOHNSON	3240	68TH ST E	$0.00	$4,339.69	$2,392.87	$6,732.56		$4,000.00
207116014004	AARON J & AMY J REUTER	3255	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$4,000.00
207116013004	ANTHONY M & ROXANNE NITTI	3275	68TH ST E	$0.00	$4,339.69	$2,290.23	$6,629.92		$4,000.00
207116012004	AMERICANA COMMUNITY BANK	3301	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$4,000.00
207116011004	ROBERT D & GLORIA J LESHER	3307	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$4,000.00
207116018003	LARRY W BREDY	3314	68TH ST E	$0.00	$4,339.69	$2,346.78	$6,686.47		$4,000.00
207116010004	CHARLIE & CRYSTAL KOVACS	3321	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$4,000.00
207116009004	CATHERINE STEELE	3333	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$4,000.00
207116008004	ROBERT W & CHERYL A HARTHAUS	3345	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$4,000.00
207116007004	NEIL W & JUDITH A NEUBAUER	3355	68TH ST E	$0.00	$4,339.69	$2,290.21	$6,629.90		$4,000.00
207116010003	JAMES H & JOSEPHINE WOOD	3360	68TH ST E	$0.00	$4,339.69	$2,346.78	$6,686.47		$4,000.00
207116006004	JOSEPH F BURGER	3365	68TH ST E	$0.00	$4,339.69	$2,290.22	$6,629.91		$4,000.00
207116005004	LEROY G & CYNTHIA A MELSBY	3385	68TH ST E	$0.00	$4,339.69	$2,290.23	$6,629.92		$4,000.00
207116004003	MICHAEL S & JANET D ALLE	3398	68TH ST E	$0.00	$4,339.69	$2,643.07	$6,982.76		$4,000.00
207116004004	PATRICK NITTI	3401	68TH ST E	$0.00	$4,339.69	$2,290.23	$6,629.92		$4,000.00
207116003004	MARY LACEY	3435	68TH ST E	$0.00	$4,339.69	$2,290.23	$6,629.92		$4,000.00
207116002003	PHILLIP M & JOANNE C MCCOY	3460	68TH ST E	$0.00	$4,339.69	$2,414.06	$6,753.75		$4,000.00
207116002004	LUIS R HERNANDEZ	3465	68TH ST E	$0.00	$4,339.69	$2,295.87	$6,635.56		$4,000.00
207116001004	ANDRES IBARRA	3495	68TH ST E	$0.00	$4,339.69	$2,666.02	$7,005.71		$4,000.00
207116014001	TONY A KAUTZ	3501	68TH ST E	$0.00	$4,339.69	$1,206.93	$5,546.62	($365.00)	$3,635.00
207116005002	RALPH L & JANICE E SWANSON	3504	68TH ST E	$0.00	$4,339.69	$2,670.03	$7,009.72	($365.00)	$3,635.00
207116004002	JAY & MICHELLE WEBBER	3520	68TH ST E	$0.00	$4,339.69	$2,386.55	$6,726.24		$4,000.00
207116012001	CHERI A TEREAU	3539	68TH ST E	$0.00	$4,339.69	$1,586.37	$5,926.06		$4,000.00
207116003002	JEFFREY V & ROBIN D OGILVIE	3546	68TH ST E	$0.00	$4,339.69	$2,733.20	$7,072.89		$4,000.00
207116011001	STEPHEN M LARSEN	3559	68TH ST E	$0.00	$4,339.69	$2,080.92	$6,420.61		$4,000.00
207116002002	JOHN J FISHER	3570	68TH ST E	$0.00	$4,339.69	$2,386.60	$6,726.29		$4,000.00
207116010001	JEROME S PETERSEN	3575	68TH ST E	$0.00	$4,339.69	$2,376.55	$6,716.24		$4,000.00
207116001002	JAMES & NANCY NALIPINSKI	3580	68TH ST E	$0.00	$4,339.69	$2,685.44	$7,025.13		$4,000.00
207116009001	HAROLD M & RAMONA J MEECH	3585	68TH ST E	$0.00	$4,339.69	$2,303.89	$6,643.58		$4,000.00
207116008001	CHRISTOPHER & KELLY WELDON	3595	68TH ST E	$0.00	$4,339.69	$1,416.13	$5,755.82		$4,000.00
207116004006	JEFFREY E & PATRICIA REIS	3024	69TH ST E	$0.00	$4,339.69	$1,840.33	$6,180.02		$4,000.00
207116003006	SCOTT R SICARD	3048	69TH ST E	$0.00	$4,339.69	$2,417.18	$6,756.87		$4,000.00
207116002006	WILLIAM B & LAURA J HESS	3076	69TH ST E	$0.00	$4,339.69	$2,324.73	$6,664.42		$4,000.00
207116004007	ROBERT L & KIMBERLY BROWN	3124	69TH ST E	$0.00	$4,339.69	$2,572.34	$6,912.03		$4,000.00
207116009008	JEANETTE J CRANDALL	3135	69TH ST E	$0.00	$4,339.69	$2,237.85	$6,577.54		$4,000.00
207116003007	PAUL A & ANGELA M COFFEY	3154	69TH ST E	$0.00	$4,339.69	$2,487.88	$6,827.57		$4,000.00
207116010008	WILLIAM & KRISTINE PETERSON	3159	69TH ST E	$0.00	$4,339.69	$2,295.98	$6,635.67		$4,000.00
207116002007	BARBARA A BITTERMAN	3176	69TH ST E	$0.00	$4,339.69	$2,581.83	$6,921.52		$4,000.00
207116011008	MICHAEL J LEYDE	3177	69TH ST E	$0.00	$4,339.69	$2,833.80	$7,173.49		$4,000.00
207116001007	GEORGE GARCIA	3186	69TH ST E	$0.00	$4,339.69	$3,155.20	$7,494.89		$4,000.00
207116012008	GARY F & LISA M CONNELLY	3197	69TH ST E	$0.00	$4,339.69	$2,941.07	$7,280.76		$4,000.00
207115316010	WANDA M BABCOCK	3210	69TH ST E	$0.00	$4,339.69	$2,447.14	$6,786.83		$3,734.02
207116031003	BRENDA & PAUL OCONNELL	3245	69TH ST E	$0.00	$4,339.69	$2,390.19	$6,729.88		$3,874.74
207116032003	DAVID & JUDITH PETERSEN	3269	69TH ST E	$0.00	$4,339.69	$2,394.33	$6,734.02		$3,875.33
207116033003	BAHA SIXTY NINE LLC	3281	69TH ST E	$0.00	$4,339.69	$2,393.50	$6,733.19		$3,876.19
207116034003	LAURIE A MIX	3301	69TH ST E	$0.00	$4,339.69	$2,392.66	$6,732.35		$3,877.06
207115316009	MERITH J MAXA COWDEN	3310	69TH ST E	$0.00	$4,339.69	$2,448.61	$6,788.30		$3,733.85
207116035003	GERALDINE BYERS	3319	69TH ST E	$0.00	$4,339.69	$2,391.83	$6,731.52		$3,877.92

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITH CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITH CITY CAP
207115301009	PAMELA M KARAS-JOHNSON	3320	69TH ST E	$0.00	$4,339.69	$2,447.06	$6,786.75		$3,734.04
207115316008	JAY C & THERESA L OKESON	3330	69TH ST E	$0.00	$4,339.69	$2,442.76	$6,782.45		$3,734.50
207116036003	BRENT GLASS	3331	69TH ST E	$0.00	$4,339.69	$2,391.00	$6,730.69		$3,878.82
207115301008	MICHAEL J LOSIE	3340	69TH ST E	$0.00	$4,339.69	$2,442.24	$6,781.93		$3,734.56
207116037003	ROLAND R & CELESTINE MINOR	3345	69TH ST E	$0.00	$4,339.69	$2,390.16	$6,729.85		$3,879.68
207116038003	ALAN D & CAROL KISLING	3363	69TH ST E	$0.00	$4,339.69	$2,389.32	$6,729.01		$3,880.54
207116039003	DANIEL W DAWN	3377	69TH ST E	$0.00	$4,339.69	$2,388.49	$6,728.18		$3,881.41
207116040003	SUSANNA O INGEBRETSON	3385	69TH ST E	$0.00	$4,339.69	$2,387.66	$6,727.35		$3,882.27
207116041003	ROBERT & DEBRA MUELLER	3397	69TH ST E	$0.00	$4,339.69	$2,386.83	$6,726.52		$3,883.14
207116042003	RICHARD E & DARLENE BONGERS	3409	69TH ST E	$0.00	$4,339.69	$2,385.99	$6,725.68		$3,884.00
207115316007	BRUCE A & SANDRA M CLARK	3440	69TH ST E	$0.00	$4,339.69	$2,437.71	$6,777.40		$3,735.04
207116043003	MARSHA A PALMER	3445	69TH ST E	$0.00	$4,339.69	$2,385.16	$6,724.85		$3,884.89
207116044003	LEO H & KAREN S WOLFF	3469	69TH ST E	$0.00	$4,339.69	$2,379.36	$6,719.05		$3,886.00
207115301007	DAVID J & KATHLEEN BARCLAY	3480	69TH ST E	$0.00	$4,339.69	$2,436.24	$6,775.93		$3,735.20
207116010002	GREGORY HUNDER	3513	69TH ST E	$0.00	$4,339.69	$2,698.57	$7,038.26		$3,706.70
207115316006	CHRIS J & DEBORAH M SCHNEIDER	3520	69TH ST E	$0.00	$4,339.69	$1,864.97	$6,204.66		$3,735.61
207116011002	GARY S & WENDY K TEIGEN	3527	69TH ST E	$0.00	$4,339.69	$2,386.56	$6,726.25		$3,740.61
207115301006	WANDA M LORSUNG	3544	69TH ST E	$0.00	$4,339.69	$1,308.01	$5,647.70		$3,735.72
207116012002	DAKOTA COUNTY CDA	3551	69TH ST E	$0.00	$4,339.69	$2,547.65	$6,887.34		$3,723.10
207116013002	BRADLEY BARTELS	3573	69TH ST E	$0.00	$4,339.69	$2,386.52	$6,726.21		$3,740.61
207115316005	JOSEPHINE A BADER	3580	69TH ST E	$0.00	$4,339.69	$1,862.35	$6,202.04		$3,736.15
207116014002	WAYNE W JR & KELLI J MILNER	3585	69TH ST E	$0.00	$4,339.69	$2,684.71	$7,024.40		$3,708.21
207115301005	ERIC E CLIFTON	3590	69TH ST E	$0.00	$4,339.69	$2,426.62	$6,766.31		$3,736.26
207116001001	PATSY L KAEDER	3615	69TH ST E	$0.00	$4,339.69	$2,150.26	$6,489.95		$3,685.30
207115301004	GREGORY & VALERIE PETERSEN	3620	69TH ST E	$0.00	$4,339.69	$1,334.66	$5,674.35	($365.00)	$3,371.47
207115311010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,168.80	$2,502.14	$7,670.94	($154.63)	$3,573.41
207115304010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$2,510.29	$8,048.29	($155.14)	$3,572.01
207115305010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$2,510.03	$8,048.03	($155.12)	$3,572.06
207115306010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$2,509.78	$8,047.78	($155.11)	$3,572.10
207115307010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$2,509.53	$8,047.53	($155.09)	$3,572.14
207115308010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$2,587.35	$882.75	$3,470.11	($54.56)	$1,817.91
207115309010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$2,598.43	$0.00	$2,598.43		$1,872.57
207115310010	MT BETHEL EVANG UNITED BRETHREN CH	3239	70TH ST E	$0.00	$5,538.00	$1,512.20	$7,050.20	($93.46)	$3,634.64
207115313110	MT BETHEL UMC	3239	70TH ST E	$0.00	$0.00	$4,337.91	$4,337.91	($268.09)	$3,260.44
200030002027	THOMAS & JUDY TSTES LEACH	6426	CAHILL	$827.08	$0.00	$0.00	$827.08		$827.08
200030003027	SINCLAIR MARKETING INC	6466	CAHILL	$2,525.80	$0.00	$0.00	$2,525.80		$2,525.80
200030001050	45-2572X LINN EATLLC	6500	CAHILL	$4,235.18	$0.00	$0.00	$4,235.18		$4,235.18
207116001000	BREMER BANK	6800	CAHILL	$0.00	$0.00	$1,074.13	$1,074.13		$1,074.13
200030001054	YOCUM OIL INVER GROVE HEIGHTS LLC	6976	CAHILL	$0.00	$11,076.00	$3,379.66	$14,455.66		$14,455.66
200030001251	GATOR VILLAGE PARTNERS LTD	6588	CAHILL AVE	$8,149.67	$0.00	$0.00	$8,149.67		$8,149.67
200030001151	GATOR VILLAGE PARTNERS LTD	6666	CAHILL AVE	$2,988.69	$0.00	$0.00	$2,988.69		$2,988.69
207116005006	DOUGLAS J & MARY SMITH	6928	CAHILL AVE E	$0.00	$0.00	$2,482.25	$2,482.25		$2,482.25
207116006006	JAMES V & JANET HOLZEMER	6948	CAHILL AVE E	$0.00	$0.00	$2,409.89	$2,409.89		$2,409.89
207116012005	JESSE FILLMORE	6801	CAIN AVE E	$0.00	$4,339.69	$3,243.97	$7,583.66		$4,000.00
207116013005	KRISTI L CHARLTON	6805	CAIN AVE E	$0.00	$4,339.69	$3,148.98	$7,488.67		$4,000.00
207116005009	BRUCE A & PATRICIA A KRECH	6808	CAIN AVE E	$0.00	$4,339.69	$2,737.61	$7,077.30		$4,000.00
207116006009	JANET M BULERA	6824	CAIN AVE E	$0.00	$4,339.69	$2,607.90	$6,947.59		$4,000.00
207116014005	KENNETH L WALLERT	6825	CAIN AVE E	$0.00	$4,339.69	$3,161.39	$7,501.08		$4,000.00
207116007009	STEVEN J & LYNETTE A LAFORTE	6840	CAIN AVE E	$0.00	$4,339.69	$2,485.99	$6,825.68		$4,000.00
207116015005	ALDEN L & PHYLLIS BARTELS	6845	CAIN AVE E	$0.00	$4,339.69	$3,160.69	$7,500.38		$4,000.00
207116016005	BRYAN MILESKI	6865	CAIN AVE E	$0.00	$4,339.69	$2,932.62	$7,272.31		$4,000.00
207116008009	JOEL J & JENNY J KRANZ	6868	CAIN AVE E	$0.00	$4,339.69	$2,485.99	$6,825.68		$4,000.00
207116017005	LOIS MARIE YOUNG	6875	CAIN AVE E	$0.00	$4,339.69	$2,421.06	$6,760.75	($365.00)	$3,635.00
207116009009	DANIEL F & IRENE GOODSTEIN	6880	CAIN AVE E	$0.00	$4,339.69	$2,444.19	$6,783.88		$4,000.00
207116018005	URBAN A & KATHRYN M BAUER	6895	CAIN AVE E	$0.00	$4,339.69	$2,611.44	$6,951.13		$4,000.00
207116010009	JOHN A & MARGIE M RIEBHOFF	6896	CAIN AVE E	$0.00	$4,339.69	$2,893.83	$7,233.52		$4,000.00
207116009007	WILLIAM & ANNA M BLOYER	6992	CARLEDA AVE	$0.00	$4,339.69	$2,018.68	$6,358.37		$3,894.05
207116003008	WILLIAM J & DEBRA FRISON	6802	CARLEDA AVE E	$0.00	$4,339.69	$2,692.62	$7,032.31		$4,000.00
207116001009	MICHAEL W DANICH	6805	CARLEDA AVE E	$0.00	$4,339.69	$2,684.88	$7,024.57		$4,000.00
207116004008	LEEALLEN J & RUTH A SWEENY	6810	CARLEDA AVE E	$0.00	$4,339.69	$3,492.34	$7,832.03		$4,000.00
207116016009	CLIFFORD M & MAXINE BOCHE	6835	CARLEDA AVE E	$0.00	$4,339.69	$2,667.19	$7,006.88		$4,000.00
207116005008	RUSSELL P & JULIA LILJEDAHL	6838	CARLEDA AVE E	$0.00	$4,339.69	$4,510.28	$8,849.97		$4,000.00
207116006008	MARIAN Y MITCHELL	6866	CARLEDA AVE E	$0.00	$4,339.69	$3,170.80	$7,510.49		$4,000.00

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITH CITY CAP									
TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITH CITY CAP
207116015009	ROSA P TSTE ESTREM	6877	CARLEDA AVE E	$0.00	$4,339.69	$3,362.93	$7,702.62		$4,000.00
207116007008	LISA A STAGEBERG	6880	CARLEDA AVE E	$0.00	$4,339.69	$2,521.50	$6,861.19		$4,000.00
207116014009	DAVID A & NITA TOMMERAASEN	6881	CARLEDA AVE E	$0.00	$4,339.69	$3,615.93	$7,955.62		$4,000.00
207116013009	PETER J FALLANG	6883	CARLEDA AVE E	$0.00	$4,339.69	$3,006.24	$7,345.93		$4,000.00
207116012009	GREGORY & TERESA CAMPBELL	6889	CARLEDA AVE E	$0.00	$4,339.69	$2,629.48	$6,969.17		$4,000.00
207116008008	BRADLEY N FINNE	6894	CARLEDA AVE E	$0.00	$4,339.69	$2,772.32	$7,112.01		$4,000.00
207116011009	SCOTT & SARAH COLLETTE	6895	CARLEDA AVE E	$0.00	$4,339.69	$3,016.09	$7,355.78		$4,000.00
207116001006	SUSANNE SOMAN	6905	CARLEDA AVE E	$0.00	$4,339.69	$2,637.08	$6,976.77		$4,000.00
207116005007	RICHARD W & LAVERNE EDWARDS	6906	CARLEDA AVE E	$0.00	$4,339.69	$2,995.41	$7,335.10		$4,000.00
207116006007	MARK A & ANN M PIVEC	6928	CARLEDA AVE E	$0.00	$4,339.69	$2,684.87	$7,024.56	($365.00)	$3,635.00
207116008006	ROBERT C HUGHES	6931	CARLEDA AVE E	$0.00	$4,339.69	$3,285.47	$7,625.16		$4,000.00
207116007007	RAMONA L MITCHELL	6948	CARLEDA AVE E	$0.00	$4,339.69	$2,852.24	$7,191.93		$4,000.00
207116007006	FEDERAL HOME LOAN MORTGAGE CORP	6951	CARLEDA AVE E	$0.00	$4,339.69	$3,052.25	$7,391.94		$4,000.00
207116008007	JAMES E MEDLICOTT	6976	CARLEDA AVE E	$0.00	$4,339.69	$3,086.59	$7,426.28		$4,000.00
207116027003	J CRUZ MORA	6810	CARMEN AVE E	$0.00	$4,339.69	$2,861.14	$7,200.83		$4,000.00
207116001008	BENNO R & PATRICIA KLOTZ	6821	CARMEN AVE E	$0.00	$4,339.69	$2,684.56	$7,024.25		$4,000.00
207116028003	SCOTT D NEUMANN	6840	CARMEN AVE E	$0.00	$4,339.69	$3,052.38	$7,392.07		$4,000.00
207116014008	SHANNON M & MICHAEL MCMONIGAL	6841	CARMEN AVE E	$0.00	$4,339.69	$3,587.55	$7,927.24		$4,000.00
207116029003	BEVERLY M EASTON	6880	CARMEN AVE E	$0.00	$4,339.69	$3,022.36	$7,362.05	($365.00)	$3,635.00
207116013008	THOMAS D & GLORIA J CLASSEN	6881	CARMEN AVE E	$0.00	$4,339.69	$3,829.83	$8,169.52		$4,000.00
207116030003	AUGUST J & VERNA M ARTWOHL	6898	CARMEN AVE E	$0.00	$4,339.69	$2,819.21	$7,158.90		$3,886.25
207115315010	GERALD ROBT THERA	6920	CARMEN AVE E	$0.00	$4,339.69	$2,503.63	$6,843.32		$3,727.88
207115314110	DOUGLAS S GACKSTETTER	6930	CARMEN AVE E	$0.00	$4,339.69	$3,170.72	$7,510.41		$3,655.39
207116021007	JAY S & NORA L SMITH	6931	CARMEN AVE E	$0.00	$4,339.69	$2,756.15	$7,095.84		$4,000.00
207116014007	JAMES J & BRIDGET HOSCHETTE	6965	CARMEN AVE E	$0.00	$4,339.69	$2,694.28	$7,033.97		$4,000.00
207116013007	KATHRYN R BURGER	6985	CARMEN AVE E	$0.00	$4,339.69	$2,676.26	$7,015.95		$3,904.24
207116020007	MOREQUITY INC	6941	CARMEN CT E	$0.00	$4,339.69	$2,142.72	$6,482.41		$4,000.00
207116019007	DEREK J KOTTKE	6947	CARMEN CT E	$0.00	$4,339.69	$2,308.29	$6,647.98		$4,000.00
207116018007	ELWYN J & BARBARA A WANG	6953	CARMEN CT E	$0.00	$4,339.69	$3,254.52	$7,594.21		$4,000.00
207116017007	RICHARD J BERZINSKI	6959	CARMEN CT E	$0.00	$4,339.69	$2,919.79	$7,259.48		$4,000.00
207116016007	KENNETH L PENTTILA	6961	CARMEN CT E	$0.00	$4,339.69	$2,147.44	$6,487.13	($365.00)	$3,635.00
207116015007	WILLIAM JR & CAROLE KELLER	6963	CARMEN CT E	$0.00	$4,339.69	$2,237.81	$6,577.50		$4,000.00
207115301010	JEFFREY & K L PIETRUSZEWSKI	6911	CASPER AVE E	$0.00	$4,339.69	$2,452.66	$6,792.35		$3,733.42
207115315009	NICKOLAUS BOESE	6920	CASPER AVE E	$0.00	$4,339.69	$2,510.84	$6,850.53		$3,727.10
207115302010	JODI L MILLERBERND	6921	CASPER AVE E	$0.00	$4,339.69	$2,510.77	$6,850.46		$3,727.10
207115314009	THOMAS H & MARY A HELLER	6930	CASPER AVE E	$0.00	$4,339.69	$2,510.62	$6,850.31		$3,727.13
207115313009	DOREEN A CARLSON	6940	CASPER AVE E	$0.00	$4,339.69	$2,510.37	$6,850.06		$3,727.15
207115303010	HOWARD J PINCE	6941	CASPER AVE E	$0.00	$4,339.69	$2,510.56	$6,850.25		$3,727.13
207115312009	JOSEPH J GELHAYE	6950	CASPER AVE E	$0.00	$4,339.69	$2,510.14	$6,849.83		$3,727.18
207115311009	CHRISTOPHER SCOTT KLAWITER	6960	CASPER AVE E	$0.00	$4,339.69	$2,509.92	$6,849.61		$3,727.21
207115310009	BETTY L OLSON	6970	CASPER AVE E	$0.00	$4,339.69	$2,509.68	$6,849.37		$3,727.23
207115309009	BETTY L OLSON	6970	CASPER AVE E	$0.00	$1,867.08	$796.30	$2,663.38		$2,536.20
204435001001	GRACE G OMELIA	6680	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435002001	STEVEN C WINGE	6682	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435005001	LORRAINE E BRUNNER	6690	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435006001	SUE E PLADSON	6692	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435044003	BRIAN STROM	6709	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435009001	DAWN M POLMAN	6710	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435043003	DENISE M ALDEN	6711	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
204435010001	HEATHER TRACY THOMPSON	6712	CATHERINE AVE E	$271.55	$0.00	$0.00	$271.55		$271.55
207116013001	CITY OF INVER GROVE HTS		CITY OF IGH	$0.00	$5,907.20	$1,091.82	$6,999.02		$6,999.02
207115315008	SHIRLEY H BOTTEN	6920	CLAUDE AVE E	$0.00	$4,339.69	$2,510.38	$6,850.07		$3,727.15
207115302009	SEAN M BOARDMAN	6921	CLAUDE AVE E	$0.00	$4,339.69	$2,510.78	$6,850.47		$3,727.10
207115314008	JAMES & CAROL SMITH	6930	CLAUDE AVE E	$0.00	$4,339.69	$2,510.23	$6,849.92		$3,727.18
207115303009	DOUGLAS & SHIRLEY NESS	6931	CLAUDE AVE E	$0.00	$4,339.69	$2,510.56	$6,850.25		$3,727.13
207115313008	TIMOTHY & DEBRA M JENKINS	6940	CLAUDE AVE E	$0.00	$4,339.69	$2,510.09	$6,849.78		$3,727.18
207115304009	PAUL A & ELLEN M CAPECCHI	6941	CLAUDE AVE E	$0.00	$4,339.69	$2,510.28	$6,849.97		$3,727.15
207115312008	THOMAS G & KATHRYN L MIELKE	6950	CLAUDE AVE E	$0.00	$4,339.69	$2,509.90	$6,849.59	($365.00)	$3,362.21
207115305009	JAMES W & JANET M KEALY	6951	CLAUDE AVE E	$0.00	$4,339.69	$2,510.05	$6,849.74		$3,727.18
207115311008	HOWARD SCHROEDER	6960	CLAUDE AVE E	$0.00	$4,339.69	$2,509.75	$6,849.44		$3,727.21
207115306009	DAVID A & DEBORAH S JOHNSON	6961	CLAUDE AVE E	$0.00	$4,339.69	$2,509.80	$6,849.49		$3,727.21
207115308009	JOHN H & JANET R SWANSON	6971	CLAUDE AVE E	$0.00	$4,339.69	$3,677.25	$8,016.94		$3,600.32
207115310008	JASON L & JANET R SWANSON	6980	CLAUDE AVE E	$0.00	$4,339.69	$3,248.38	$7,588.07		$3,600.73

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITH CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITH CITY CAP
207115315007	NICHOLAS E BOMBARDO	6920	CLAY AVE E	$0.00	$4,339.69	$2,510.88	$6,850.57		$3,727.10
207115302008	JASON P VOYDA	6921	CLAY AVE E	$0.00	$4,339.69	$2,511.27	$6,850.96		$3,727.04
207115314007	TRAVIS ROSENDAHL	6930	CLAY AVE E	$0.00	$4,339.69	$2,510.61	$6,850.30		$3,727.13
207115303008	SCOTT H & SHERRI L MILLER	6931	CLAY AVE E	$0.00	$4,339.69	$2,510.94	$6,850.63		$3,727.10
207115313007	NORBERT W DELONG	6940	CLAY AVE E	$0.00	$4,339.69	$2,510.39	$6,850.08		$3,727.15
207115304008	JACLYN & JONATHAN ERIE	6941	CLAY AVE E	$0.00	$4,339.69	$2,510.63	$6,850.32		$3,727.13
207115312007	ALVERA S WILLHITE	6950	CLAY AVE E	$0.00	$4,339.69	$2,104.90	$6,444.59		$3,727.18
207115305008	MARTIN & DARLENE GERKE	6951	CLAY AVE E	$0.00	$4,339.69	$2,510.31	$6,850.00		$3,727.15
207115311007	CAROLYN SAMUELSON	6960	CLAY AVE E	$0.00	$4,339.69	$1,955.85	$6,295.54		$3,727.21
207115310007	ANNA & SHAWN MARSH	6970	CLAY AVE E	$0.00	$4,339.69	$2,454.57	$6,794.26		$3,601.32
207115306008	DONALD & BEVERLY PASKET	6971	CLAY AVE E	$0.00	$4,339.69	$2,509.97	$6,849.66		$3,727.21
207115308008	JAMES ALAN WELCH	6981	CLAY AVE E	$0.00	$4,339.69	$2,790.41	$7,130.10		$3,600.97
207116001003	MILISSA & ROMAN D DELAO	6815	CLAYTON	$0.00	$4,339.69	$2,961.43	$7,301.12		$4,000.00
207115308007	RAYMOND & BARBARA HEINZER	6971	CLAYTON	$0.00	$1,840.42	$0.00	$1,840.42		$1,714.80
207116006002	DAWN E HARDEN	6826	CLAYTON AVE	$0.00	$4,339.69	$2,032.21	$6,371.90		$3,950.85
207116047003	RICHARD E & DONNA M LEYDE	6829	CLAYTON AVE	$0.00	$4,339.69	$2,934.10	$7,273.79		$3,868.57
207116008002	HALFTAN & PATRICIA PEDERSON	6872	CLAYTON AVE	$0.00	$4,339.69	$3,870.60	$8,210.29		$3,579.30
207116046003	LAWRENCE A & JOYCE A VITEK	6873	CLAYTON AVE	$0.00	$4,339.69	$2,964.96	$7,304.65		$3,843.47
207116045003	LAUREL ANN TINDELL	6895	CLAYTON AVE	$0.00	$4,339.69	$2,759.05	$7,098.74		$3,759.55
207115303007	WARREN R & MYRA J LARSON	6931	CLAYTON AVE	$0.00	$4,339.69	$2,510.59	$6,850.28		$3,727.13
207115311006	ALEXANDER VILLEDA	6960	CLAYTON AVE	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.04
207115310006	JEAN E MARKS	6970	CLAYTON AVE	$0.00	$4,339.69	$0.00	$4,339.69		$3,601.67
207115307007	RAYMOND & BARBARA HEINZER	6971	CLAYTON AVE	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.23
207116007002	CHARLES S & KIM M PIETRUSZEWSKI	6846	CLAYTON AVE E	$0.00	$4,339.69	$3,831.91	$8,171.60		$3,752.63
207116009002	JEROME T & KAREN A BOYER	6884	CLAYTON AVE E	$0.00	$4,339.69	$2,133.93	$6,473.62		$3,768.06
207115315006	WALTER & TONI M CHURCH	6920	CLAYTON AVE E	$0.00	$4,339.69	$1,223.17	$5,562.86		$3,727.94
207115302007	MONTY JAMES KRAMER	6921	CLAYTON AVE E	$0.00	$4,339.69	$2,510.84	$6,850.53		$3,727.10
207115314006	SCOTT & AMANDA SKISTAD	6930	CLAYTON AVE E	$0.00	$4,339.69	$1,234.60	$5,574.29		$3,727.04
207115313006	BARBARA A LUNDBERG	6940	CLAYTON AVE E	$0.00	$4,339.69	$1,243.88	$5,583.57		$3,726.15
207115304007	ANA DEL CARMEN RIVERA	6941	CLAYTON AVE E	$0.00	$4,339.69	$2,510.32	$6,850.01		$3,727.15
207115312006	MARK WALSETH	6950	CLAYTON AVE E	$0.00	$4,339.69	$150.24	$4,489.93		$3,727.04
207115305007	ALVIN & ANITA VANSOMEREN	6951	CLAYTON AVE E	$0.00	$4,339.69	$210.98	$4,550.67		$3,727.18
207115306007	KENT W & ANGELA K KOHOUT	6961	CLAYTON AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.21
207115315005	EMILY A WEBB	6920	CLEVE AVE E	$0.00	$4,339.69	$1,049.58	$5,389.27		$3,727.96
207115302006	DONALD E ROBINETTE	6921	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.91
207115314005	CATHLEEN MARIE HENDRIKSON	6930	CLEVE AVE E	$0.00	$4,339.69	$696.70	$5,036.39		$3,727.04
207115303006	MATTHEW J KRUMRIE	6931	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.02
207115313005	SCOTT G ROBINSON	6940	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,726.15
207115304006	BAYAYBIN MEDFU	6941	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,726.13
207115312005	VERGIL E & LOUISE ERICKSON	6950	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.04
207115305006	GARY A BRUNS	6951	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.02
207115311005	PATRICK W & JUDITH MCCANN	6960	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.02
207115306006	AARON D ISTA	6961	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.04
207115310005	MELISSA E HUGHES	6970	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,602.35
207115307006	MARK E ANDERBERG	6971	CLEVE AVE E	$0.00	$4,339.69	$0.00	$4,339.69		$3,727.04
207116007001	DIANE M HIDDING	6800	CLOMAN AVE E	$0.00	$4,339.69	$362.77	$4,702.46		$4,000.00
207116006001	MARY LOU ISTA	6802	CLOMAN AVE E	$0.00	$4,339.69	$402.89	$4,742.58		$3,864.63
207116005001	BARBARA & EUGENE MCELMURY	6812	CLOMAN AVE E	$0.00	$4,339.69	$831.22	$5,170.91		$4,000.00
207116018002	MANUEL JR CAPIZ	6825	CLOMAN AVE E	$0.00	$4,339.69	$2,078.87	$6,418.56		$4,000.00
207116004001	DONAVON L & TERRI KENISON	6838	CLOMAN AVE E	$0.00	$4,339.69	$955.09	$5,294.78		$3,850.50
207116017002	ERIC T BADER	6845	CLOMAN AVE E	$0.00	$4,339.69	$3,859.12	$8,198.81		$3,958.98
207116003001	PATRICIA R STRAIGHT	6866	CLOMAN AVE E	$0.00	$4,339.69	$1,263.84	$5,603.53		$3,788.35
207116016002	DAVID C LYNCH	6875	CLOMAN AVE E	$0.00	$4,339.69	$3,838.91	$8,178.60		$3,583.00
207116002001	DANIEL E & DEBORAH F WAHLBERG	6878	CLOMAN AVE E	$0.00	$4,339.69	$1,556.62	$5,896.31		$3,722.69
207116015002	CARMEN I REYES	6885	CLOMAN AVE E	$0.00	$4,339.69	$2,078.59	$6,418.28		$3,774.09
207115302004	PHILIP M GRAMS	6920	CLOMAN AVE E	$0.00	$4,339.69	$727.18	$5,066.87	($365.00)	$3,362.94
207115302005	GENE A & AMY B FREIER	6921	CLOMAN AVE E	$0.00	$4,339.69	$2,503.29	$6,842.98		$3,727.91
207115303004	LAURIE J LIENEMANN	6930	CLOMAN AVE E	$0.00	$4,339.69	$669.59	$5,009.28		$3,726.94
207115303005	ROBERT A & LINDA R CASEY	6931	CLOMAN AVE E	$0.00	$4,339.69	$2,410.41	$6,750.10		$3,727.02
207115304004	JOHN & MICHELLE HOLST	6940	CLOMAN AVE E	$0.00	$4,339.69	$611.61	$4,951.30		$3,726.02
207115304005	KARI JEAN KEALY	6941	CLOMAN AVE E	$0.00	$4,339.69	$1,231.90	$5,571.59	($365.00)	$3,361.13
207115305004	PEDRO PADILLA JIMENEZ	6950	CLOMAN AVE E	$0.00	$4,339.69	$552.67	$4,892.36		$3,726.91
207115305005	JOEL Q DELUTRI	6951	CLOMAN AVE E	$0.00	$4,339.69	$1,214.58	$5,554.27		$3,727.02

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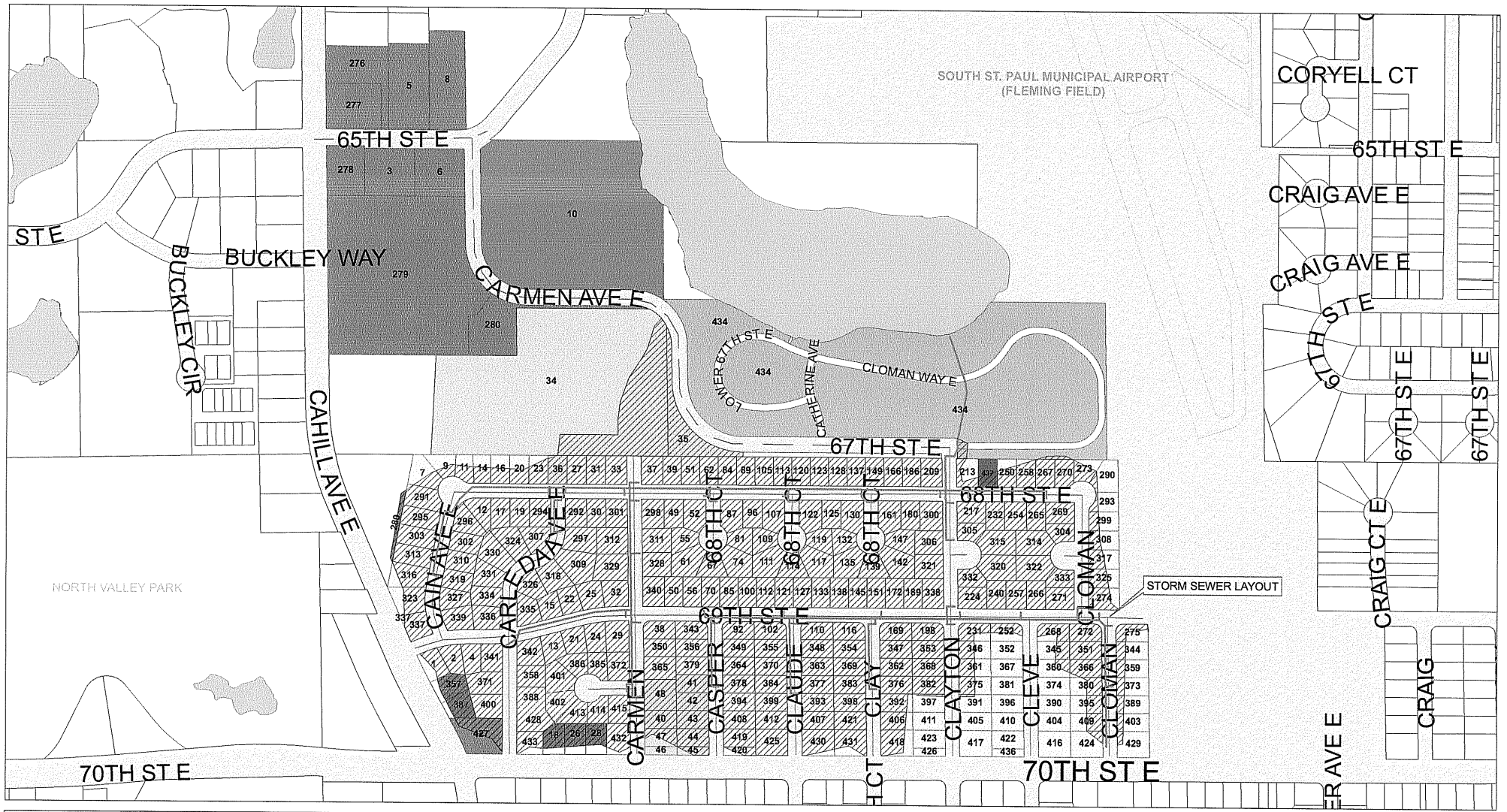
207115306004	CYNTHIA K CHERMAK	6960	CLOMAN AVE E	$0.00	$4,339.69	$494.29	$4,833.98		$4,000.00
207115306005	NATHAN TIMM	6961	CLOMAN AVE E	$0.00	$4,339.69	$1,242.01	$5,581.70		$3,727.04
207115308005	LAWRENCE J & RUTH M HERMANN	6971	CLOMAN AVE E	$0.00	$4,339.69	$426.13	$4,765.82	($365.00)	$3,237.64
207115308004	KRISTI CROSSLEY	6980	CLOMAN AVE E	$0.00	$4,339.69	$324.97	$4,664.66		$3,602.89
204435201004	WILLIAM SPROULS	3481	CLOMAN WAY	$271.55	$0.00	$0.00	$271.55		$271.55
204435029003	WAYNE GILBERTSON	3265	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435030003	TIMOTHY J FORESTER	3267	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435027003	DIANE EMERSON	3269	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435028003	SHIRLEY BENZ	3271	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435025003	PAUL L DUNCAN	3275	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435026003	TERRENCE P WILLARD	3277	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435014003	DANE ROLLOFF	3278	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435023003	ALLEGRA PATAK	3279	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435013003	FAYE A EIFFLER	3280	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435024003	KAREN S GOLDEN	3281	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435021003	MARA K WESCOTT	3289	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435022003	KAREN I LAAKSO	3291	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435012003	MARLENE M CAUSSE	3318	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435011003	JANET L ZEVERINO	3320	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435002003	DAVID G BONNESON	3338	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435001003	HEATHER JAMIESON	3340	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435004001	GAIL E WESCOTT	3358	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435003001	JULENE M IVERSON	3360	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435018003	STEVEN C WINGE	3368	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435017003	KARIE J JESKE	3370	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435014001	RENEEE FRANCINE BERNIER	3378	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435013001	MARK & ALLISON GANGLER	3380	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435018001	BRYAN PATTERSON	3408	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435017001	DENNINE M SODERSTROM	3410	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204002	SUSAN M DAHL	3415	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203002	SUSAN J BOMBARDO	3417	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435020001	ANTON DAISA	3418	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435019001	BARBARA GORDON	3420	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201002	JANET E AGUIRRE	3429	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202002	JOHN C FISHBAUGHER	3431	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435026001	PAMELA E LUNDGREN	3438	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435025001	KATHERINE E GUSTAFSON	3440	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435101002	TIMOTHY J WILLIS	3447	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435034001	KIM M GEORGE	3448	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435103002	CARYN PLOTNER	3449	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435033001	ANN FURGESON	3450	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435104002	LEE ANN MARS	3457	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435038001	SUSAN M JACOBY	3458	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435102002	TAMMY J FREY	3459	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435037001	SARLYN R ZIEGLER	3460	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203003	ALEXANDER ZELENYUK	3461	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203017	ORION & ANDREA WORLEY	3462	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202003	RHONDA A W ROBINETTE	3463	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204017	MYRTLE JOAN HEBERT	3464	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204018	LINDA L KRECH	3466	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203018	CINDY HEINZER	3468	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203004	ANGELA WOOD	3471	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202004	REBEKAH A SELESKI	3473	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204003	DEBORAH M KNIEBEL	3475	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201003	EDWARD J SMITH	3477	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204004	LAWRENCE E & JOANN RAHN	3479	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204005	KAREN J BLOEMERS	3483	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204019	DONALD G & NANCY CORNIEA	3484	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203005	TREVOR J KUKOWSKI	3485	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201019	HEATHER JAMIESON	3486	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204009	LISA S HUGHES	3488	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203009	MARGARET MARY STELTER	3490	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204010	PERNILLA M NORD	3500	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55

SORTED BY HOUSE NO.

CITY PROJECT NO. 2008-09D - SOUTH GROVE AREA 3 FINAL ASSESSMENTS WITH CITY CAP

TAX ID	OWNER NAME	PROPERTY HOUSE NO.	PROPERTY STREET ADDRESS	MILL & OVERLAY ASSESSMENT	STREET RECON ASSESSMENT	STORM LATERAL ASSESSMENT	TOTAL ASSESSMENT	STORM OR DRIVEWAY CREDIT	FINAL ASSESSMENT WITH CITY CAP
204435201005	LAVERNE A SCHILLE	3501	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203010	MICHAEL J & SHANNON COBB	3502	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202005	MARY E BADE	3503	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204006	HEATHER K JAMIESON	3505	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203006	JOYCE E LUNDELL	3507	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201006	GLENN H KURKOSKY	3513	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202006	EVELYN SCANLON	3515	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204007	STEPHEN V CAPAUL	3517	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203007	KAREN A HEMMINGSON	3519	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201010	SHARON STURDIVANT	3522	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202010	BRYAN R NIPPOLDT	3524	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201009	MILICA MLINAREVICH	3526	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202009	JACOB ADAM	3528	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201007	JOEL A GERKE	3529	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204013	MICHAEL P SIMPSON	3530	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202007	GERALD & JOANNE HAFNER	3531	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201013	HAROLD J & GERALDINE WINTER	3532	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204011	WILLIAM R LANGESLAY	3534	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203011	ANDY KRAUSE	3536	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201011	CAROLYN R ZANICK	3544	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202011	BECKY ANN PETERSON	3546	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204012	ANGELA L MORRIS	3548	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201012	TRISTY AUGER	3550	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435203012	BRADLEY A EVANSON	3560	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202012	RYAN & JENNIFER WINGET	3562	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201014	DEAN B & LINDA R HEDBERG	3564	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435202014	ELLIE M MANWILLER	3566	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435204015	MARGURETTE J FIELD	3568	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435201015	ELAINE M BENSON	3570	CLOMAN WAY E	$271.55	$0.00	$0.00	$271.55		$271.55
204435003000	LAKEBRIDGE PROP OWNERS ASSN		LAKEBRIDGE ASSN.	$0.00	$0.00	$0.00	$0.00		$0.00
204435004000	LAKEBRIDGE PROP OWNERS ASSN		LAKEBRIDGE ASSN.	$0.00	$0.00	$0.00	$0.00		$0.00
204435032003	JAMES THEISEN	3270	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435031003	RANDALL L ATKINS	3272	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435034003	EVE M CHRISTIANSON	3280	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435033003	LOUISE A CAMPBELL	3282	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435036003	SHERRI L FROMM	3290	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435019003	STUART C EDEAL	3291	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435035003	BONNIE HEDRICK	3292	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435020003	KEVIN R MCCORMICK	3293	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435015003	JILL A BIERBAUM	3295	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435016003	TERRENCE BELTZ	3297	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435038003	KATHARINE A FUHRMAN	3300	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435037003	SANDRA J BROWN	3302	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435009003	TRACY A KARELS	3305	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435010003	BRIAN MUNSON	3307	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435005003	BARBARA L LEHMANN	3309	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435040003	JOHN O BLACKBIRD	3310	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435006003	STEVEN C SCHREIBER	3311	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435039003	CARI ANN STUDEMAN	3312	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435007003	TERESA M LEMIRE	3315	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435008003	JACQUELYN M FALLON	3317	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435003003	LONN & AMY MOECHNIG	3319	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435042003	STEVEN J ARNTZEN	3320	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435004003	FRANCIS J ELLRINGER	3321	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
204435041003	VALERIE C VAUGHAN	3322	LOWER 67TH ST E	$271.55	$0.00	$0.00	$271.55		$271.55
207115308006	CHUONG DOAN			$0.00	$1,819.99	$0.00	$1,819.99		$1,694.91
									$1,174,087.69

SORTED BY HOUSE NO.



PROPERTY TYPE

- STORM ASSESSMENT
- APARTMENTS
- BUSINESS
- CHURCH
- CITY PROPERTY
- SCHOOL
- SINGLE FAMILY
- STORM
- TOWN HOUSE

STORM SEWER

2.9 miles — STREETS TO BE RECONSTRUCTED

1.2 miles — MILL & OVERLAY STREETS

PROJECT 2008-09D
SOUTH GROVE STREET RECONSTRUCTION PROJECT

0 250 500 1,000 Feet

Inver Grove Heights

CITY OF INVER GROVE HEIGHTS
GIS DEPARTMENT
MARCH 2008

SOURCE: CITY OF IGH
DATA LOCATION -
IGH4:\PROJECTS_PUBLIC\2008_PROJECTS\
2008-09D_SOUTH_GROVE_3\GIS Exhibits

N W E S

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR THE 2008 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09D – URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 2

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – City Project No. 2008-09D – Urban Street Reconstruction, South Grove Area 3 which includes the following streets: Mill and overlay portion of the project includes 65th Street from Cahill Avenue to Carmen Avenue, and 67th Street from 65th Street to Clayton Avenue East. The reconstruction portion includes Cloman Avenue East from 70th Street East to 68th Street East, Cleve Avenue East from 70th Street East to 69th Street East, Clayton Avenue East from 70th Street East to 67th Street East, Clay Avenue East from 70th Street East to 69th Street East, Claude Avenue East from 70th Street East to 69th Street East, Casper Avenue East from 70th Street East to 69th Street East, Carmen Avenue East from 70th Street East to Hilltop Elementary School, Carleda Avenue East from 70th Street East to 68th Street East, Cain Avenue from 69th Street East to 68th Street East, 69th Street East from Cahill Avenue East to SSP Airport Property, 68th Street East from Cain Avenue to Cloman Avenue East, Carmen Court East, 68th Court East, 68th Court East, 68th Court East.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.

2. Such assessment shall be payable in equal installments extending over a period of five (5) years for the mill and overlay areas, ten (10) years for the reconstruction area, with the exception of non-government, non-profit parcels which shall have an assessment term of fifteen (15) years, and such assessment shall bear interest at the rate of six (6) percent. The first of the installments to be payable on or before the first Monday in January 2010, and shall bear interest at the rate of six (6) percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of the assessment hearing.

3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.

4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

Kathy Fischer

From: Tom Kaldunski
Sent: Tuesday, September 29, 2009 3:15 PM
To: Stuart Edeal
Cc: Joe Lynch
Subject: RE: Assesment for PID NO. 204435019003

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Edeal .

I have received your written objection of your assessment for the 2008 Street Improvement project in the South Grove area . It will be forwarded to the city council for their consideration at the public hearing. It will be documented at the hearing that your objection has been filed.

The city has used the Metzen Appraisals as its independent appraiser.

Thomas J. Kaldunski, PE
City Engineer
City of Inver Grove Heights
651-450-2572

From: Stuart Edeal [mailto:sedeal@yahoo.com]
Sent: Tuesday, September 29, 2009 2:24 PM
To: Tom Kaldunski
Cc: Joe Lynch
Subject: Assesment for PID NO. 204435019003

Tom Kaldunski, (I am CCing Joe Lynch in case my address for Tom is incorrect, I would kindly ask that it be forwarded along.)

I am Stuart Edeal and I am unable to make the assessment hearing on October 12th.

I am challenging the assessment you are planning on placing on my townhome for $271.55.
I read in the letter that an independent appraiser proposed that the assessment proposed is "fair and equitable". Since I don't know who this "independent appraiser" is or his credentials, it is difficult for me to understand how he came up with such a statement.

1) My home does not face the road that you are referring to in your assessment, which I believe is one of the rules that the city has for assessment.
2) My home has not increased in value equal to the assessment after the improvements to the road. I believe there is a law that indicates that any assessments may not be greater than the end value of the improvement to the homeowner.

I don't feel this is a fair assessment, and I am asking for this assessment to be removed from my townhome.

thank you

Stuart Edeal
3291 Lower 67th Street East
Inver Grove Heights, MN 55076
651-454-1640

October 15, 2009

RECEIVED
OCT 2 0 2009
CITY OF GH

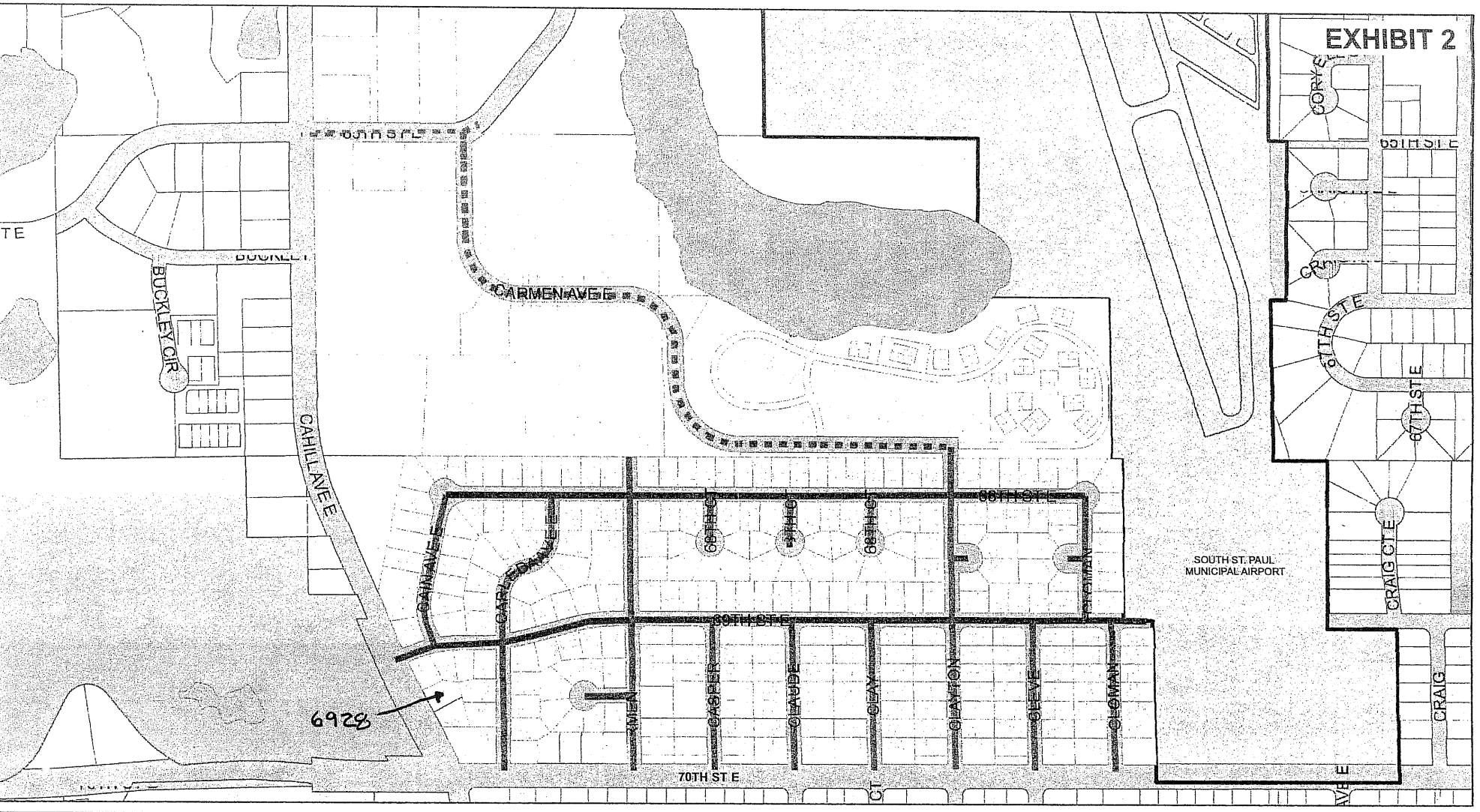
Mayor George Tourville & City Council members
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

Mr Tourville & City Council members,
We Douglas James Smith & Mary Martin Smith the property owners of 6928 Cahill Ave Parcel ID 207116005006 , Inver Grove Heights are appealing the assessment of $2,482.25 for the project 2008-09D South Grove Urban Street Reconstruction Area 3. We do not feel this assessment warrants the said benefits, our property does not abut any of the affected streets that this project impacted .
The benefit from this project per the city is for drainage, our property does not slope to the drainage area for water run off or anything else & with all of the shrubs & greenery on our property there would never be any drainage from our property to the city streets.
Thanks for your consideration in this matter.

Sincerely,

Mary Martin Smith
Mary Martin Smith
Douglas James Smith
Doug Smith
6928 Cahill Ave, Inver Grove Hgts, MN 55076
Mary work…612 798-2580
Doug work…612 378-0505
Home……651 451-9718

cc: Kathy Fishcer
cc: Melissa Rheaume



RECONTRUCTION PROJECT AREA

MILL & OVERLAY PROJECT AREA

STREETS TO BE RECONSTRUCTED

STREETS FOR MILL & OVERLAY

14,706 ft - recontruction centerline (2.8 mi)
6,481 ft - mill & overlay centerline (1.2 mi)

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

0 250 500 1,000 1,500 2,000 Feet

GIS DEPARTMENT
MARCH 2008

IGH4:\PROJECTS_PUBLIC\
2008_PROJECTS\GIS Exhibits\
2007-12-13 2008 South Grove Area Map.pdf

AGENDA ITEM _____

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

WALMART STORES

Meeting Date: October 26, 2009
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

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

Consider a Resolution allowing a one-time hour extension to allow the store to remain open 24 hours on Thanksgiving Day.

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

SUMMARY

Walmart Stores has submitted a request to allow for extended hours for the evening of November 26, 2009 (Thanksgiving Day). The request is to allow the store to remain open 24 hours into the morning of Friday, November 27. The manager of the store has submitted a letter with the reasons for the request. The parking lot lights would also remain on full intensity for the same period.

The approvals for Walmart have restrictions on hours of operation and hours the parking lot lighting remains on. Currently, the store hours are restricted to 7:00 a.m. to 11:00 p.m. daily with one exception where the store may open at 5:00 a.m. the Friday after Thanksgiving. The parking lot lighting is to be reduced after 11:10 each evening. As a courtesy, staff mailed notice of the meeting to 25 property owners along Cheney Trail that are the closest to the store.

Since this is a onetime request, staff has prepared a resolution documenting this fact. If Walmart wishes to make this a permanent change, then an application to change the PUD approval and Development Contract would be required for next year.

In all commercial districts, businesses are allowed to operate 24 hours unless specific conditions regulating hours are approved by Council. In this case, Walmart is one of the few, if not the only business in the city that has restricted hours of operation. This business is somewhat unique in that there is a residential neighborhood across the street which was part of the rationale for regulating hours and timing and intensity of the parking lot lights.

RECOMMENDATION

Planning Staff. Would support the one-time hour change unless there are neighbor concerns that cannot be addressed.

Attachments: Resolution approving one-time hour change
Letter from Walmart

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A ONE-TIME HOUR EXTENSION TO ALLOW THE WALMART STORE TO REMAIN OPEN 24 HOURS ON NOVEMBER 26, 2009 INCLUDING INTO THE MORNING OF NOVEMBER 27, 2009.

WHEREAS, the Manager of the Walmart Store has requested approval to extend the hours of operation to avoid closing the evening of November 26, 2009 (Thanksgiving Day).

WHEREAS, the original conditions of approval of the Walmart Store stipulated hours of operation limited to 7:00 a.m. to 11:00 p.m. daily, and the Development Contract stipulated parking lot timing to the same hours;

WHEREAS, on November 14, 2005, the City Council approved Resolution #05-229 approving a change to the hours of operation to allow the store to open at 5:00 a.m. the Friday after Thanksgiving and to allow the parking lot lighting to remain at full intensity until 11:10 p.m. daily;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a one-time change to the hours of operation to allow the store to remain open 24 hours and to allow the parking lot lighting to remain on 24 hours on November 26, 2009 including into the morning of Friday, November 27, 2009 only.

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

Walmart
Save money. Live better.

9165 Cahill Ave
Inver Grove Heights
MN 55076
(651) 451-3975

08/29/2009

Joel Lynch
City Administrator

Joel,

This is a written request for approval to extend our hours to avoid closing on the evening of November 26th, 2009. In order to provide a safer shopping environment for our customers and associates, we are requesting to maintain an open business to avoid lines and any possibility of injuries on the morning on Friday, November 28th. Please contact me if you have any further questions.

Thanks for your consideration,

Jim Elsenpeter
Store Manager
Walmart Stores, Inc.

AGENDA ITEM _____

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

MIKE PONE; Consider a Resolution regarding a **Variance** to construct a fence within the bluffline setback along the Mississippi River Critical Area for property located at 8336 River Road.

Meeting Date:	October 26, 2009		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Jenn Emmerich; 651.450.2553		Amount included in current budget
Prepared by:	Jenn Emmerich, Asst. City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

a) Consider a resolution for a variance to construct fence that encroaches within the bluffline setback.
- Requires 3/5th's vote
- 60-day deadline: November 9, 2009 (1st 60 days)

SUMMARY

Background The applicant has submitted a variance request to construct a fence that would encroach within the bluffline setback. The E-1 zoned, heavily wooded property is located within the Critical Area Overlay District of the Mississippi River and the bluffline setback for all structures is 100'. The applicant is requesting to construct a black, chain-link fence along the cleared area behind his home, 10' from the bluffline. Constructing this type of fence would also ensure that it is visually inconspicuous from the river.

Please note that this lot was created within the last few years and the applicant obtained a variance to the bluffline setback to construct his existing home. That variance allowed him to build the home 20' from the bluffline.

Analysis The hardship for the request is the lot configuration. It is not possible to construct a fence that would meet the setback requirements. The minimum setback for the fence is 100' from the bluffline, but the distance between the bluffline and the western property line is only about 75'. Therefore, it is impossible to meet the 100' setback. The applicant is requesting this variance in association with the construction of a fence to make the backyard safe for his children. This is a logical request as the slope from the bluffline to the river is very steep and would certainly pose a hazard for children playing outside. Lastly, the applicant's request is reasonable as he is proposing to construct the fence along his already-established yard. He would not be doing any further tree removal and he would be erecting a black, chain-link fence that would be visually inconspicuous from the river. Approving this variance would not have any impact on the views from the river.

RECOMMENDATION

Planning Staff Recommends approval of this request.

Department of Natural Resources does not oppose the request.

Planning Commission Recommends approval of the request (7-0).

Parks and Recreation Not applicable.

Attachments Variance Approval Resolution
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO CONSTRUCT A FENCE 10 FEET FROM THE BLUFFLINE.

CASE NO. 09-30V
(Mike Pone)

Property located at 8336 River Road and legally described as follows:

All of Lots 26, 27, 28 & the North 60 FT of Lot 29, of River Cedars, of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance from the bluffline setback standard to construct a fence that would encroach 90 feet into the bluffline setback;

WHEREAS, the afore described property is zoned E-1, 2 ½ Acre Estate District;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Title 10) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code, Title 10, Chapter 3, Section 10-3-4;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on October 6, 2009 in accordance with City Code Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a hardship, was found to exist in that the lot configuration makes it impossible to construct a fence that would meet the setback requirements. The minimum setback for the fence is 100′ from the bluffline, but the distance between the bluffline and the western property line is only about 75′. Therefore, it is impossible to meet the 100′ setback. The applicant is requesting this variance in association with the construction of a fence to make the

backyard safe for his children. This is a logical request as the slope from the bluffline to the river is very steep and would certainly pose a hazard for children playing outside. Lastly, the applicant's request is reasonable as he is proposing to construct the fence along his already-established yard. He would not be doing any further tree removal and he would be erecting a black, chain-link fence that would be visually inconspicuous from the river. Approving this variance would not have any impact on the views from the river.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to construct a fence from the bluffline is hereby approved with the following condition:

1. The site shall be developed in substantial conformance with the site plan dated September 10, 2009 on file with the Planning Department.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

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

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 6, 2009

SUBJECT: **MIKE PONE – CASE NO. 09-30V**

Reading of Notice
Commissioner Hark read the public hearing notice to consider the request for a variance to construct a fence within the bluff line setback along the Mississippi River for the property located at 8336 River Road. 4 notices were mailed.

Opening of Public Hearing
Allan Hunting, City Planner, explained the request as detailed in the report. He explained that the subject property is located within the Critical Area Overlay District of the Mississippi River where the bluff line setback for all structures is 100'. The house was recently built and was granted a variance for a 20 foot setback. The proposed fence would encroach an additional 10 feet. The fence would help provide safety for the family as the slopes on the property are very steep. Also, because the property is heavily wooded, the proposed black coated chain link fence would not be visible from the river. Mr. Hunting advised that DNR has reviewed the request and has stated no issues. Staff recommends approval of the request.

Commissioner Wippermann asked if the applicants were specifically proposing a black coated chain link fence, to which Mr. Pone and Mr. Hunting replied in the affirmative.

Commissioner Wippermann asked what was the maximum fence height that was allowed, to which Mr. Hunting replied seven feet.

Commissioner Wippermann asked what fence height was being proposed, to which Mr. Pone replied a four foot standard chain link fence.

Planning Commission Discussion
The applicant, Mike Pone, 8336 River Road, advised he was available to answer any questions.

Chair Bartholomew asked if the applicant agreed with the condition listed in the report, to which Mr. Pone replied in the affirmative.

Planning Commission Recommendation
Motion by Commissioner Wippermann, second by Commissioner Schaeffer, to approve the request for a variance to construct a fence within the bluff line setback along the Mississippi River Critical Area, for the property located at 8336 River Road, with the conditions and hardship as listed in the report.

Motion carried (7/0). This matter goes to the City Council on October 26, 2009.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: October 1, 2009 **CASE NO.:** 09-30V

APPLICANT: Mike Pone

REQUEST: A variance to construct a fence that would encroach within the bluffline setback of the Critical Area Overlay District.

HEARING DATE: October 6, 2009

LOCATION: 8336 River Road, Inver Grove Heights, MN

COMP PLAN: RDR, Rural Density Residential

ZONING: E-1, 2 ½ Acre Estate District

REVIEWING DIVISIONS: Planning
Department of Natural Resources

PREPARED BY: Jennifer Emmerich
Assistant Planner

BACKGROUND

The applicant has submitted a variance request to construct a fence that would encroach within the bluffline setback. The E-1 zoned, heavily wooded property is located within the Critical Area Overlay District of the Mississippi River and the bluffline setback for all structures is 100′. The applicant is requesting to construct a black, chain-link fence along the cleared area behind his home, 10′ from the bluffline. Constructing this type of fence would also ensure that it is visually inconspicuous from the river.

Please note that this lot was created within the last few years and the applicant obtained a variance to the bluffline setback to construct his existing home. That variance allowed him to build the home 20′ from the bluffline.

SPECIFIC REQUEST

The applicant has requested to construct a fence 10′ from the bluffline. Per the Critical Area Overlay District, the bluffline setback for all structures is 100′. Therefore, the applicant has requested a variance to encroach within the bluffline setback in the Critical Area Overlay District in accordance with Title 10, Chapter 3, Section 10-3-4.

SURROUNDING USES

North, South and West: Single-family homes, all zoned R-1C, Single Family Residential and guided LDR, Low Density Residential

East: Mississippi River

EVALUATION OF REQUEST:

DNR Review:

Staff from both the Shoreland and Critical Area divisions reviewed this request. Neither of the staff members opposed the request. The recommendation is attached.

Staff Review:
As indicated earlier, the applicant is requesting a variance to construct a fence that would encroach within the bluffline setback. Title 10, Chapter 3, Section 10-3-4D of the City Code, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property has a special condition in that it is not possible to construct a fence that would meet the setback requirements. The minimum setback for the fence is 100′ from the bluffline, but the distance between the bluffline and the western property line is only about 75′. Therefore, it is impossible to meet the 100′ setback. The applicant is requesting this variance in association with the construction of a fence to make the backyard safe for his children. The slope from the bluffline to the river is very steep and would certainly pose a hazard for children playing outside.

b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The application is not contrary to the Comprehensive Plan as the future land use is Rural Density Residential.

c. *The granting of such variance is necessary as a result of a demonstrated undue hardship or difficulty, and will not merely serve as a convenience to the applicant.*

The hardship for this request is the lot configuration. It is not possible to construct the fence in compliance with the City Code. Furthermore, it's logical to allow a fence as the slopes to the river are very steep. Lastly, the applicant's request is reasonable as he is proposing to construct the fence along his already-established yard. He would not be doing any further tree removal and he would be erecting a

black, chain-link fence that would be visually inconspicuous from the river. Approving this variance would not have any impact on the views from the river.

d. Economic considerations alone do not constitute an undue hardship.

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following condition:

1. The site shall be developed in substantial conformance with the site plan dated September 10, 2009 on file with the Planning Department.

   Hardship: The applicant is requesting this variance to construct a fence that would encroach within the bluffline setback. The hardship is that, because of the lot configuration, the fence cannot be constructed in compliance with the Critical Overlay District Ordinance. Furthermore, the request is reasonable. The slopes are very steep and the fence will ensure safety for the applicant and his family.

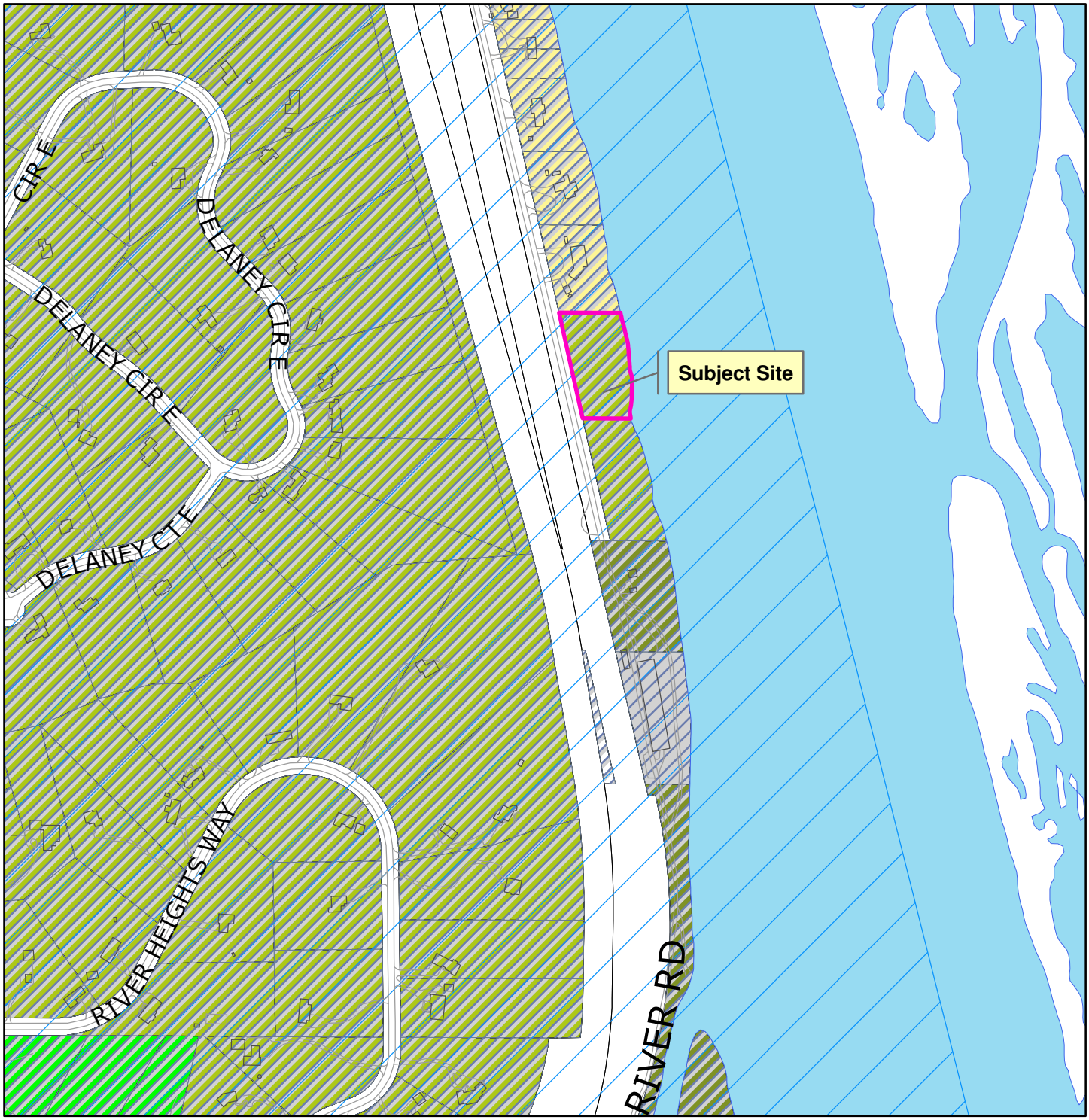
B. **Denial**. If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff believes that the variance criterion has been met and therefore Staff recommends approval of the variance as presented.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site Plan
Exhibit D – DNR Recommendation

Mike Pone Request
Case No. 09-30V



MUSA Limits
Shoreland District: Transitional River Zone
Shoreland District: Urban River Zone
Shoreland & Critical Area Overland Districts
Sand & Gravel Overlay District
Agricultural Overlay (10 ac. min. lot till sewer avail.)

surfacewater
A, Agricultural
E-1, Estate (2.5 ac.)
E-2, Estate (1.75 ac.)
R-1A, Single Family (1.0 ac.)
R-1B, Single Family (0.5 ac.)

R-1C, Single Family (0.25 ac.)
R-2, Two-Family
R-3A, 3-4 Family
R-3B, up to 7 Family
R-3C, > 7 Family
R-4, Mobile Home Park

B-1, Limited Business
B-2, Neighborhood Business
B-3, General Business
B-4, Shopping Center
OP, Office Park
PUD, Planned Unit Development

OFFICE PUD
Comm PUD, Commercial PUD
MF PUD, Multiple-Family PUD
I-1, Limited Industrial
I-2, General Industrial
P, Public/Institutional

Surface Water
Number Lakes (e.g. 19-44) are subject to Shoreline Ordinance
ROW

Exhibit A
Zoning Map

RECEIVED
SEP 10 2009

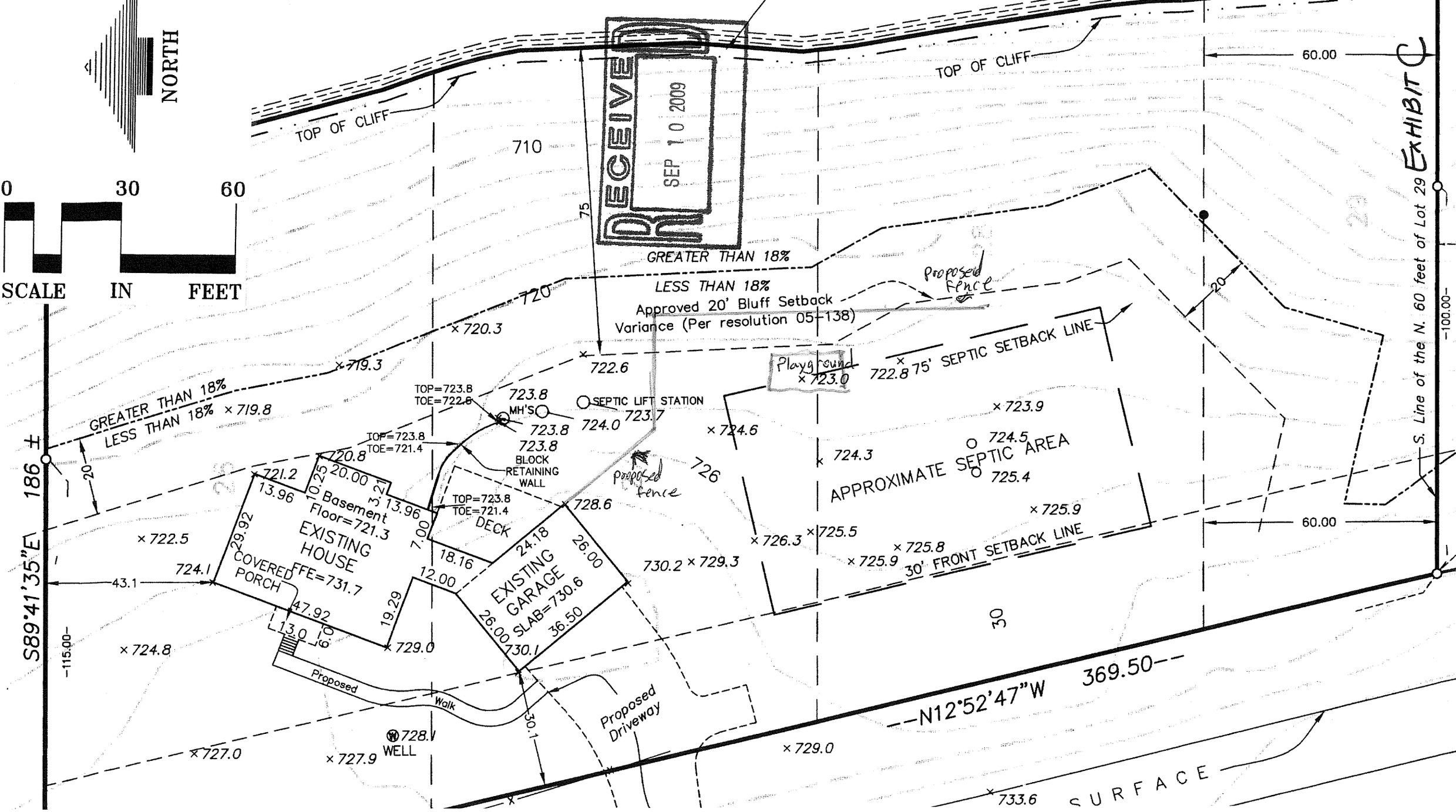
Variance request description

In 2005 we received a bluff and river setback variance to build our home on a lot that is bordered by the Mississippi river. Along our back and side yard is a very steep hill that leads down to a cliff which stands approximately 10 feet above the Mighty Miss. Should a child on a sled or on foot, slip or start down the hill, they would surely receive serious injuries and likely worse. With four children under the age of 5, this is of utmost concern to us. A sturdy fence is required to prevent children from such an event. It would seem to be logical that if a variance was reasonably granted to build our home, it would also be appropriate to grant such in order for us to build a fence.

Most of our lot is heavily wooded, except the area that houses the septic drainage field to the south side of our home, which we use as our play area or 'back yard'. The current setbacks on our lot (100 foot river setback and 100 foot bluff setback) prevent us from building a fence in a logical location that would make a blockade between the play area and the bluffline. Our proposed fence is a black chain link fence runs from the garage and along the edge of our side yard lawn (and septic drain field) to the end of our yard that is bordered by thick forest and brush which would deter young kids from leaving the yard.

Our previous home in Burnsville had a 25 foot flat area in our back yard bordered with fairly steep hill (at least a 10% grade) that led into a holding pond. Our two older children, Helen and Ingrid (age 2 at the time) were playing in the back yard when Ingrid was pushing Helen in a 'cozy coupe'. (A foot-powered 'Flintstones-style' toy ride on car with wheels that can be pushed in any direction.) There is no way to steer the coupe from inside the car. As Ingrid was pushing, the coupe began to veer toward the hill and the next thing we knew, Helen was heading straight down the hill and into the holding pond - perfectly avoiding the bushes and trees that lined the pond. Thankfully the holding pond was only 10 inches deep and Helen was uninjured. I fear that such an incident at our current home on the Mississippi river will not end so happily. And with 2 more young children, it is all the more difficult to chase them in 4 different directions. I ask the council to approve this variance to help us ensure the safety of our children.

EXHIBIT B


NORTH
0 30 60
SCALE IN FEET
RECEIVED
SEP 10 2009
TOP OF CLIFF
TOP OF CLIFF
710
75
GREATER THAN 18%
LESS THAN 18%
Approved 20' Bluff Setback
Variance (Per resolution 05-138)
720
720.3
719.3
722.6
Proposed fence
Playground
723.0
722.8
75' SEPTIC SETBACK LINE
60.00
20
EXHIBIT C
S. Line of the N. 60 feet of Lot 29
100.00
GREATER THAN 18%
LESS THAN 18%
719.8
186 ±
20
TOP=723.8
TOE=722.6
MH'S
723.8
724.0
SEPTIC LIFT STATION
723.7
723.8
TOP=723.8
TOE=721.4
BLOCK RETAINING WALL
720.8
721.2
20.00
10.25
3.21
13.96
Basement Floor=721.3
EXISTING HOUSE
FFE=731.7
TOP=723.8
TOE=721.4
DECK
728.6
proposed fence
726
724.6
723.9
724.5
724.3
APPROXIMATE SEPTIC AREA
725.4
725.9
722.5
29.92
7.00
18.16
24.18
26.00
EXISTING GARAGE
SLAB=730.6
36.50
726.3
725.5
725.8
725.9
30' FRONT SETBACK LINE
60.00
724.1
43.1
COVERED PORCH
47.92
13.0
6.0
12.00
19.29
729.0
730.2
729.3
730.1
26.00
30
S89°41'35"E
115.00
724.8
Proposed Walk
30.1
Proposed Driveway
N12°52'47"W
369.50
728.1
WELL
727.0
727.9
729.0
733.6
SURFACE

Jennifer Emmerich

From: Janell Miersch [Janell.Miersch@dnr.state.mn.us]
Sent: Wednesday, September 16, 2009 3:45 PM
To: Jennifer Emmerich
Cc: Rebecca Wooden
Subject: Request for variance - Case No 09-30V fence

Jennifer,

Thank you for sending notice for the variance request from Mike Pone to construct a fence along the Mississippi River bluffline. Although the DNR does not approve or disapprove variances, we appreciate the opportunity to review and provide comments.

Both Rebecca Wooden and I read the proposed variance and offer these comments: Since the style of the fence is dark chain-link, we don't see any problem with the variance. We would have comments if the fence were 10-feet high or painted white, or directly on the bluffline.

Janell

Janell Miersch
South Metro Area Hydrologist
Metro DNR Waters
1200 Warner Rd
St. Paul MN 55106
Direct: 651-259-5776
Main Metro Waters: 651-259-5845
Fax: 651-772-7977

EXHIBIT D

AGENDA ITEM _____

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

DEBRA WYLIE – CASE NO. 09-31C

Meeting Date: October 26, 2009
Item Type: Regular Agenda
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by:

Fiscal/FTE Impact:

X	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution regarding a **Conditional Use Permit** to exceed the 25% maximum impervious coverage allowed for property located at 7036 Dawn Way Court:

- Require's a 4/5th's vote.
- 60-day deadline: November 6, 2009 (first 60 days)

SUMMARY

The property owner would like to construct a pool in her rear yard, adding about 610 square feet of impervious surface. Including the pool addition the total impervious coverage on the lot would be about 39.6%. The proposed request is for a lot 10,777 square feet in size, about 10% smaller than what our Zoning Code requires today for minimum lot size in the R-1C district. For lots that do not meet the minimum lot size requirement in the R-1 district a conditional use permit may be obtained to exceed the 25% maximum impervious surface provided the conditional use permit criteria is met.

The surrounding properties are all zoned single-family. Aesthetically the lot currently has a fence along the property lines, screening the pool from abutting properties. Additionally, all setbacks would be met for the pool. The property owner has been made aware of the impervious surface conditional use criteria and the City's standard conditions for treating impervious surface. The applicant has agreed to comply with the storm water treatment conditions, which help maintain the drainage and storm water runoff on the applicant's property.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit to exceed the allowed maximum impervious surface with the conditions listed in the attached resolution.

Planning Commission: Also recommends approval of the request with the conditions listed in the attached resolution (7-0).

Attachments: Approval resolution for the CUP
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW IMPERVIOUS COVERAGE ON A LOT UP TO 39.6% IN THE R-1C ZONING DISTRICT

Debra Wylie
Case No. 09-31C

WHEREAS, an application for Conditional Use Permit has been submitted for the property located at 11617 Aileron Court and legally described as:

LOT 10, BLOCK 4, SOUTH GROVE #12, DAKOTA COUNTY, MINNESOTA

WHEREAS, the request is to allow up to 39.6% impervious surface, exceeding the maximum impervious coverage allowed on a lot that does not meet minimum lot size requirements;

WHEREAS, the aforedescribed property is zoned R-1C, Single-family Residential;

WHEREAS, the applicant's property is 10,777 square feet in size whereas the minimum lot size in the R-1C district is 12,500 square feet;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and the request meets all of the minimum standards;

WHEREAS, all impervious coverage conditional use permits are subject to the criteria listed in the City Code regarding treatment of stormwater and the construction of stormwater management systems;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on October 6, 2009;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to exceed the allowed impervious surface on a lot that does not meet minimum lot size requirements is approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan date stamped September 8, 2009 on file with the Planning Department or as modified herein.

2. The applicant/homeowner shall provide a storm water management system to mitigate the increased storm water runoff from the new impervious surface added to the property.

3. The impervious surface calculations have been provided; the owner shall provide a storm water management system to mitigate at least 610 square feet of direct run-off from impervious surface.

4. Any future impervious space additions for the respective lot will need to meet the requirements of the impervious space requirement at that time.

5. The temporary erosion control and permanent storm water management plan should capture and route storm water runoff in a manner that does not adversely impact the adjoining or downstream properties.

6. A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.

7. The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.

8. The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.

9. Prior to issuance of a building permit, a storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.

10. Prior to issuance of a building permit, an Inspection Escrow in the amount of $610 (or 1$ per square foot of impervious space to be treated, whichever is greater) and a Construction Escrow of $2440 (or $4 per square foot of impervious space to be treated,

whichever is greater) shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan. The City Engineer reserves the right to have both a cash escrow for expenses, fees, inspections and maintenance requirements and an additional construction escrow assuring the storm water facility is constructed properly.

11. At the discretion of the City Engineer, the Construction Escrow may be replaced by a condition that: the storm water maintenance facility is to be constructed, and approved by the City Engineer, prior to the Building and Inspections Division performing the final inspection and allowing use of the newly built structure.

12. The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

13. Prior to release of the remainder of the Inspection Escrow and Construction Escrow, the storm water facility needs to be constructed in its entirety, vegetation planted, and approved by the Engineering Division.

14. All existing easements shall be shown on the building permit submittal to ensure that the proposed structures are not encroaching in an easement area dedicated to the City. If there is encroachment, it will be the sole discretion of the City Engineer to either accept or deny the proposed encroachment. If allowed, an encroachment agreement would need to be executed prior to issuance of building permit.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 26TH day of October, 2009.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 6, 2009

SUBJECT: **DEBRA WYLIE – CASE NO. 09-31C**

Reading of Notice
Commissioner Hark read the public hearing notice to consider the request for a conditional use permit to allow the impervious coverage to exceed 25% to construct a pool and associated patios on an R-1C zoned lot, for the property located at 7036 Dawn Court. 46 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the request is to add 610 square feet of impervious surface which would bring the total impervious surface on the lot to approximately 39.6%. Mr. Hunting advised that the subject lot is approximately 10% smaller than what the zoning code requires for a minimum lot size in the R-1C district. Staff recommends approval of the request with the 14 conditions listed in the report.

Chair Bartholomew asked for clarification of Conditions 10 and 11 regarding inspection and construction escrows.

Mr. Hunting stated Condition 11 was added due to the timing of the season. He explained that if the specified improvements were completed prior to the final inspection the construction escrow could be waived.

Commissioner Koch noted a statement in the report that the Engineering Department would prefer that the owner attempt to mitigate the pool and hard surface being added to the maximum extent possible by removing existing hard surfaces, and asked if the applicants planned to do any removal.

Mr. Hunting advised that the City did not have the authority to require hard surface removal by ordinance, however, staff encouraged it and therefore the comment was included in the report.

Opening of Public Hearing
The applicant, Debra Wylie, 7036 Dawn Court, advised she was available to answer any questions.

Chair Bartholomew asked if the applicant was in agreement with the 14 conditions listed in the report, to which Ms. Wylie replied in the affirmative.

Chair Bartholomew asked if the applicants would be willing to work with engineering staff to minimize the total impervious surface, to which Ms. Wylie replied in the affirmative.

Chris Wylie, 7036 Dawn Court, stated they were willing to compromise and perhaps construct

the pool closer to the house or reduce the size of the concrete apron around the pool.

Planning Commission Recommendation

Motion by Commissioner Roth, second by Commissioner Koch, to approve the request for a conditional use permit to exceed the allowed maximum impervious coverage on a lot that does not meet the minimum lot size, for the property located at 7036 Dawn Court, with the conditions listed in the report.

Motion carried (7/0). This matter goes to the City Council on October 26, 2009.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 30, 2009 **CASE NO.:** 09-31C

HEARING DATE: October 6, 2009

APPLICANT & PROPERTY OWNER: Debra Wylie

REQUEST: A **Conditional Use Permit** to exceed the allowed maximum impervious coverage on a lot that does not meet the minimum lot size requirements in the R-1C, Single Family Residential District

LOCATION: 7036 Dawn Court

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, Single family residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The property owner would like to construct a pool in her rear yard, adding about 610 square feet of impervious surface. The total impervious surface on the lot would be about 39.6%. The proposed request is for a lot 10,777 square feet in size, about 10% smaller than what our Zoning Code requires today for minimum lot size in the R-1C district.

The City Code currently allows a maximum impervious surface of 25% on each lot. For lots that do not meet the minimum lot size requirement a Conditional Use Permit may be obtained to exceed the allowed maximum impervious surface amount.

	Square Feet	Percentage
Lot Size	10,777	-
Existing Impervious Coverage (House, driveway, patio, deck)	3,663	34%
Proposed additional impervious coverage	610	5.6%
Total impervious coverage requested	4,273	39.6%

SPECIFIC REQUEST

To install the pool as proposed the applicant is requesting a **Conditional Use Permit** to exceed the allowed maximum impervious coverage on a lot that does not meet the minimum lot size requirement in the R-1C, Single Family Residential District.

SURROUNDING USES: The subject site is surrounded by the following uses:

Single Family Residential; zoned R-1C, Single family; guided LDR, Low Density Residential

EVALUATION OF REQUEST:

GENERAL CUP CRITERIA

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

The proposed conditional use permit meets the above criteria. As shown in Exhibit A, the surrounding properties are all zoned single-family residential. Aesthetically the lot currently has a fence along the property line, screening the pool from abutting properties. Additionally, all setbacks will be met and the applicant has agreed to comply with the storm water treatment conditions, which help maintain the drainage and storm water runoff on the applicant's property.

IMPERVIOUS SURFACE CUP CRITERIA

For lots that do not meet the minimum lot size requirement a Conditional Use Permit may be obtained to exceed the allowed maximum impervious surface, if the following criteria are met:

a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
b) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
d) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
e) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.
f) The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

The applicant has been made aware of the above conditions and the City's standard conditions for treating impervious surface. It is the City's understanding the property owner is working to meet the CUP requirements.

Grading and Drainage. The Engineering Department has reviewed the request. If the impervious surface conditional use permit is approved it is recommend that at a minimum, the applicant shall provide a storm water management system to mitigate any new impervious surface, enter into a stormwater facilities maintenance agreement, and submit necessary Engineering escrows. The Engineering Department would prefer that the owner attempt to mitigate the pool and hard surface being added to the maximum extent possible by removing existing hard surfaces in order to avoid adding additional impervious surface above the existing 34% coverage.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. Approval If the Planning Commission finds the Conditional Use Permit to exceed the impervious coverage standards to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan date stamped September 8, 2009 on file with the Planning Department or as modified herein.

2. The applicant/homeowner shall provide a storm water management system to mitigate the increased storm water runoff from the new impervious surface added to the property.

3. The impervious surface calculations have been provided; the owner shall provide a storm water management system to mitigate at least 610 square feet of direct run-off from impervious surface.

4. Any future impervious space additions for the respective lot will need to meet the requirements of the impervious space requirement at that time.

5. The temporary erosion control and permanent storm water management plan should capture and route storm water runoff in a manner that does not adversely impact the adjoining or downstream properties.

6. A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.

7. The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.

8. The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.

9. Prior to issuance of a building permit, a storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.

10. Prior to issuance of a building permit, an Inspection Escrow in the amount of $610 (or 1$ per square foot of impervious space to be treated, whichever is greater) and a Construction Escrow of $2440 (or $4 per square foot of impervious space to be treated, whichever is greater) shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan. The City Engineer reserves the right to have both a cash escrow for expenses, fees, inspections and maintenance requirements and an additional construction escrow assuring the storm water facility is constructed properly.

11. At the discretion of the City Engineer, the Construction Escrow may be replaced by a condition that: the storm water maintenance facility is to be constructed, and approved by the City Engineer, prior to the Building and Inspections Division performing the final inspection and allowing use of the newly built structure.

12. The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

13. Prior to release of the remainder of the Inspection Escrow and Construction Escrow, the storm water facility needs to be constructed in its entirety, vegetation planted, and approved by the Engineering Division.

14. All existing easements shall be shown on the building permit submittal to ensure that the proposed structures are not encroaching in an easement area dedicated to the City. If there is encroachment, it will be the sole discretion of the City Engineer to either accept or deny the proposed encroachment. If allowed, an encroachment agreement would need to be executed prior to issuance of building permit.

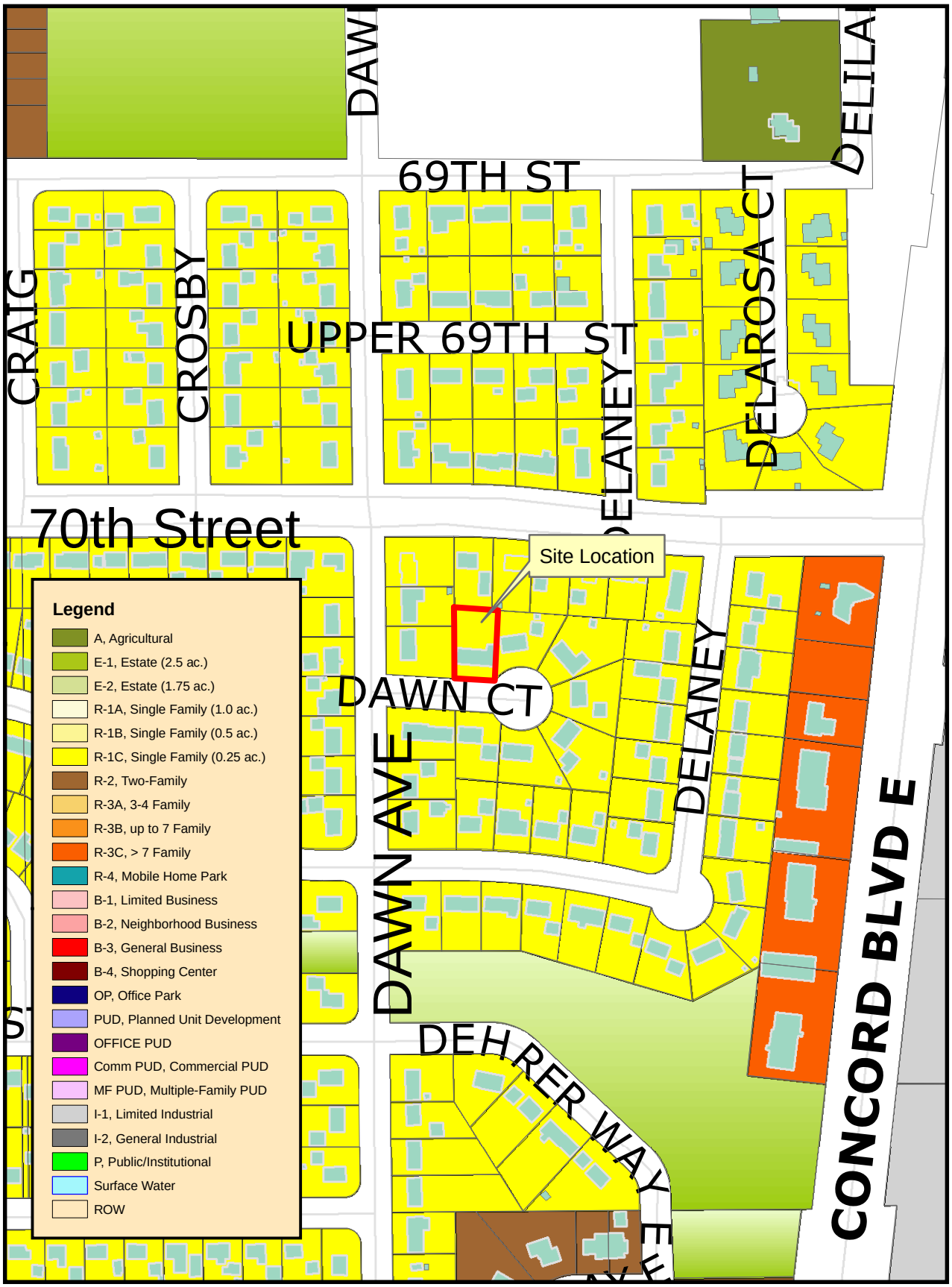
B. <u>Denial</u> If the Planning Commission does not favor the proposed Conditional Use Permit, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the conditional use permit request.

Attachments: Exhibit A - Location/Zoning Map
Exhibit B - Applicant Narrative
Exhibit C - Site Plan

Wylie - Case No. 09-31C
7036 Dawn Ct.



N

Exhibit A
Zoning Map

Written Request for Conditional Use Permit September 8, 2009

I, Debbie Wylie currently own a property located at 7036 Dawn Court in Inver Grove Heights, MN with my mother. We are requesting for the approval of a Conditional Use Permit so that we could install an in-ground pool in our backyard. To my understanding we currently have a lot size of 10,776sq'. My current impervious coverage amount is at 33% which I realize is over the allowable 25%. I am looking at adding approximately 610sq' of impervious coverage which would put us at a total of 38% of impervious coverage for my current lot.

We hope that you can come to a discussion to approve this permit for our new pool so that we may get started on our new adventure.

Sincerely,
Debbie Wylie

Exhibit 'B'

RECEIVED
SEP 8 2009
EXISTING FENCE
GRASS
EXISTING FENCE
13'-3 3/4"
19'-0"
4'-0"
8'-0"
PROPOSED CONCRETE
PROPOSED POOL (16'X32')
32'-0"
16'-0"
4'-0"
10'-0"
PROPOSED CONCRETE
4'-0"
3'-0"
7'-5 7/16"
6'-3 9/16"
PROPOSED CONCRETE
17'-3 13/16"
EXISTING PATIO
EXISTING DECK (16'x19')
16'-0"
EXISTING HOME & GARAGE
EXISTING STOOP
20'-0"
24'-0"
24'-0"
2'
2'
22'-0"
27'-0"
40'-0"
17'-0"
26'-0"
12'-0"
24'-0"
EXISTING DRIVEWAY
GRASS
GRASS
GRASS
21'-0"
EXISTING FENCE
EXISTING FENCE
85'
134'
135'
77'
OWNER INFORMATION: DEBRA WYLIE
7036 DAWN COURT
INVER GROVE HEIGHTS, MN 55076
PROPOSED SITE PLAN
SCALE:3/32" = 1'-0"

Exhibit 'C'

AGENDA ITEM _____

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

CITY OF INVER GROVE HEIGHTS – NONCONFORMITIES **CASE NO. 09-29ZA**

Meeting Date: October 26, 2009
Item Type: Regular Agenda
Contact: HB Heather Botten 651.278.6991
Prepared by: Heather Botten, Associate Planner
Reviewed by:

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
Consider the Second Reading of a **Zoning Code Amendment** relating to the maintenance and repair of nonconforming uses and structures:

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

SUMMARY
To be consistent with state statute, the City Code should be amended to conform to Minn. Stat. 462.357, as amended. The amended language addresses improvements and changes to existing nonconforming uses and structures. The amendment allows property owners of nonconforming uses and structures more rights and flexibility than what the code currently allows.

On October 12, the City Council approved the first reading of the ordinance as presented without any recommended changes.

Planning Staff Recommends approval of the ordinance amendment.

Attachments: Draft Ordinance Amendment

Ordinance Second Reading

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 16, SECTIONS 10-16-4 AND 10-16-5 OF THE CITY CODE RELATING TO MAINTENANCE AND REPAIR OF NONCONCORMING USES AND STRUCTURES

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. AMENDMENT. Inver Grove Heights City Code Title 10, Chapter 16, is amended to read as set forth below;

10-16-1: CONTINUANCE OF NONCONFORMITY:

A. Any lawful nonconformity may be continued at the size and in a manner of operation existing upon the date that such use became a lawful nonconformity, except as hereinafter specified.

B. Any lawful nonconforming use of land not involving a structure, and any lawful nonconforming use involving a structure with an assessor's full and true valuation, upon the effective date hereof, of one thousand dollars ($1,000.00) or less may be continued for a period of thirty six (36) months, and billboards, as defined in this title, regardless of their valuation, may be continued for a period of thirty six (36) months after becoming nonconforming, whereupon such nonconforming use shall cease. (Ord. 1098, 11-8-2004)

10-16-2: DISCONTINUANCE OF NONCONFORMITY; CHANGE TO CONFORMING USE:

When any lawful nonconformity in any district is discontinued for a period of more than twelve

(12) months or is changed to a conforming use, any future use of said structure or land shall be in conformity with the provisions of this title. (Ord. 1098, 11-8-2004)

10-16-3: CHANGE OF USE:

A lawful nonconforming use of a structure or parcel of land may be changed to a similar or more restrictive nonconforming use. Once a structure or parcel of land has been placed in a more restrictive nonconforming use, it shall not return to a less restrictive nonconforming use. (Ord. 1098, 11-8-2004)

10-16-4: MAINTENANCE AND REPAIRS:

A. Normal maintenance, repair, replacement, improvement, and restoration of a building or other structure containing or related to a lawful nonconforming use is permitted, including necessary nonstructural repairs and incidental alterations which do not expand, extend, or intensify the nonconforming use unless otherwise allowed by City Code.

B. Nothing in this title shall prevent the placing of a structure in safe condition when the building official declares said structure unsafe. (Ord. 1098, 11-8-2004)

C. Whenever a lawful nonconforming structure shall have been damaged by fire, flood, explosion, earthquake, war, riot, act of nature or similar occasion, it may be reconstructed and used as before if it is reconstructed within twelve (12) months after such calamity, unless the damage to the building or structure is fifty percent (50%) or more of its fair market value as estimated by the building official and approved by the council, in which case, the reconstruction shall be for a use in accordance with the provisions of this title, except that where a structure is damaged more than fifty percent (50%) of its fair market value and no building permit has been applied for within 180 days of when the property is damaged, the owner may apply for a special permit for approval to reconstruct a nonconforming structure for its use prior to the damage. ~~If~~ When the council grants such special use permit, the council may impose such conditions upon the permit as deemed necessary to mitigate any newly created impact on adjacent property or to protect public health, safety or welfare. (Ord. 1098, 11-8-2004; amd. 2008 Code)

10-16-5: ENLARGEMENT; ALTERATIONS:

A. A lawfully existing nonconforming structure or structure containing a legally existing nonconforming use may expand its gross floor area by ten percent (10%) if the following criteria are satisfied:

1. A complete building permit application shall be submitted to the building inspections division, found satisfactory and issued prior to the commencement of any work on the expansion.

2. The structure expansion shall meet all of the bulk standards for the zoning district within which the structure is located. A variance may be applied for if the structure expansion could not meet the respective bulk standards. The variance application and its review by the city shall be regulated according to section 10-3-4 of this title.

3. If an expansion is requested under this subsection, the city may impose standards and/or conditions upon the underlying nonconforming use or structure for purposes of health, safety or welfare.

B. A lawfully existing nonconforming structure or structure containing a legally existing nonconforming use may conditionally expand its gross floor area by up to thirty percent (30%) if the following criteria are satisfied:

1. A complete conditional use permit application shall be applied for and approved by the city council. Chapter 3, article A of this title shall regulate the city review and approval or denial of the conditional use permit.

2. A complete building permit application shall be submitted to the building inspections division, found satisfactory and issued prior to the commencement of any work on the expansion.

3. The structure expansion shall meet all of the bulk standards for the zoning district within which the structure is located. A variance may be applied for if the structure expansion does not meet the respective bulk standards. The variance application and its review by the city shall be regulated according to the section 10-3-4 of this title.

4. If an expansion is requested under this subsection, the city may impose standards and/or conditions upon the underlying nonconforming use or structure for purposes of health, safety or welfare.

C. Alterations or improvements may be made to a building containing lawful nonconforming residential units when they will improve the livability thereof, provided they will not increase the number of dwelling units or bulk of the building, except that a garage may be added if none previously existed. (Ord. 1098, 11-8-2004)

10-16-6: STRUCTURES UNDER CONSTRUCTION:

Any structure which will, under this title, become nonconforming but for which a building permit has been lawfully granted prior to it becoming nonconforming, may be completed in accordance with the approved plans, provided construction is started within sixty (60) days of the date it became nonconforming and continues to completion within one year. Such structure shall thereafter be a legally existing nonconforming structure. (Ord. 1098, 11-8-2004)

10-16-7: NONCONFORMING LOT OF RECORD:

A. Residential Districts: A lawful nonconforming lot of record in an R residential district which does not meet the requirements of this title as to area or width and does not have a structure thereon may be utilized for a detached single-family dwelling, provided the measurements of such area and width are within seventy percent (70%) of the requirements of this title, but said lot of record shall not be utilized for any purpose other than a detached single-family dwelling unless combined with one or more abutting lots or portions thereof so as to create a lot meeting the requirements of this title. However, said lot of record shall be utilized as herein stated only where connection to the city utility system is possible.

B. Agricultural And Estate Districts: A lawful nonconforming lot of record in an A or an E zoning district which does not meet the requirements of this title as to area or width and does not have a structure thereon may be utilized for a detached single-family dwelling or agricultural structure as permitted or conditionally permitted in the residential land use chart found in section 10-6-1 of this

title, provided the measurements of such area and width are within seventy percent (70%) of the requirements of this title, but said lot of record shall not be utilized for any purpose other than a detached single-family dwelling or agricultural structure unless combined with one or more abutting lots or portions thereof so as to create a lot meeting the requirements of this title. However, if said use requires connection to a satisfactory individual septic treatment system, said lot of record shall be utilized as herein stated only where connection to an approved individual septic treatment system, as regulated in title 8, chapter 5 of this code, is possible. (Ord. 1098, 11-8-2004)

10-16-8: NONCONFORMING USE CERTIFICATE:

Pursuant to section 10-3-3 of this title, upon application by a property owner or upon application initiated or required by the city, the city council, sitting as a board of adjustments and appeals, by majority vote, may determine that the nonconforming use of a lot or structure is lawful and issue a nonconforming use certificate to the owner. The board of adjustments and appeals may include in the nonconforming use certificate reasonable conditions governing the continued use of the lot or structure and may authorize accessory uses not currently on the property to be placed thereon in the future. A nonconforming use certificate shall not allow a principal use that did not legally exist on the property prior to the property becoming nonconforming. (Ord. 1098, 11-8-2004)

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2009.

Ayes ____
Nays ____

_____
George Tourville, Mayor

Attest:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM _____

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

CITY OF INVER GROVE HEIGHTS

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

PURPOSE/ACTION REQUESTED

Consider the following actions for property located along 66th Street, east of Concord Boulevard, adjacent to the swing bridge;

a) A Resolution relating to a **Comprehensive Plan Amendment** to change the land use designation of the property from Mixed Use to Public Park/Open Space.
   - Requires 4/5th's vote.

b) An Ordinance Amendment relating to a **Rezoning** of the property from I-1, Limited Industry to P, Institutional.
   - Requires 3/5th's vote.
   - 60-day deadline: N/A

SUMMARY

City Council directed the Planning Commission to hold a public hearing regarding a comprehensive plan amendment and rezoning for the two tax forfeit parcels abutting the Rock Island Swing Bridge that were just recently acquired by the City. The current zoning and land use designation of the parcels is not consistent with the future plans for the land.

The property is currently zoned I-1, Limited Industry and guided Mixed Use. A change to a Public Park/Open Space designation and rezoning to Park would be consistent with the plan for future park area associated with the redevelopment of the bridge.

The Planning Commission also reviewed the capital expenditure of funds for the bridge construction and found the expenditure to be consistent with the comprehensive plan

RECOMMENDATION

Planning Staff. Recommends approval of the Comprehensive Plan Amendment and Rezoning with the conditions listed in the attached resolution.

Planning Commission. Recommends approval of the requests and also finds the expenditure of capital funds for the swing bridge redevelopment project to be consistent with the Comprehensive Plan (8-0).

Attachments: Ordinance Amendment
Comprehensive Plan Amendment Resolution
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE INVER GROVE HEIGHTS CITY CODE

CASE NO. 08-50ZP

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from I-1, Limited Industry to P, Institutional, , to wit:

PID 20-36500-150-41

Lot 15, Block 41 and the south 26 feet of Lot 14, Block 41, Inver Grove Factory Addition (being a 66 foot strip across Block 41 extending to the Mississippi River).

PID 20-00200-010-78 Section 2, Township 27, Range 22

Pt of NE ¼ of SW ¼ and NW ¼ of SE ¼ Com Int S Line Gladstone St and W Bank Miss River SE on River Bank 68 Ft W on Line 65ft of S Line St 175Ft S 86D W 720 Ft S on Line 200ft W of N-S C/L of Sec 355Ft to S Line GL 6 W 610 Ft N on 2D Cur 625Ft to S Line Gladstone St E on S Line St 1460 Ft to Beg Also W ½ of Bridge Across River Adj on E

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 26th day of October, 2009.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF THE PROPERTY DESCRIBED BELOW FROM MIXED USE TO P, PUBLIC PARK/OPEN SPACE

CASE NO. 09-32ZA
(City of Inver Grove Heights)

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

PID 20-36500-150-41

Lot 15, Block 41 and the south 26 feet of Lot 14, Block 41, Inver Grove Factory Addition (being a 66 foot strip across Block 41 extending to the Mississippi River).

PID 20-00200-010-78 Section 2, Township 27, Range 22

Pt of NE ¼ of SW ¼ and NW ¼ of SE ¼ Com Int S Line Gladstone St and W Bank Miss River SE on River Bank 68 Ft W on Line 65ft of S Line St 175Ft S 86D W 720 Ft S on Line 200ft W of N-S C/L of Sec 355Ft to S Line GL 6 W 610 Ft N on 2D Cur 625Ft to S Line Gladstone St E on S Line St 1460 Ft to Beg Also W ½ of Bridge Across River Adj on E

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter . 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on October 20, 2009, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

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

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

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

Ayes:
Nays:

ATTEST:

_____
George Tourville, Mayor

_____
Melissa Rheaume, Deputy Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 20, 2009

SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 09-32ZA**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a comprehensive plan amendment to change the land use designation of the parcels from Mixed Use to Public/Institutional, and a rezoning of the parcels from I-1, Limited Industry to P, Public/Institutional, for the property located at the eastern terminus of 66th Street along the old Rock Island Railroad Swing Bridge. 13 notices were mailed.

Opening of Public Hearing
Allan Hunting, City Planner, explained the request as detailed in the report. He explained that the City is in the process of acquiring two tax forfeit parcels from the State for future development of park land that would be part of an overall city park. The City Council directed the Planning Commission to hold a public hearing regarding a reguiding and rezoning of these parcels so they are consistent with the proposed use. The Planning Commission is also to make a recommendation on the capital expenditure for the bridge improvements for consistency with the Comprehensive Plan. Staff recommends approval of the proposed comprehensive plan amendment and rezoning as it would be consistent with the City's intention of expanding park presence along the river. Staff also feels the proposed capital improvement is consistent with the comprehensive plan.

Chair Bartholomew asked if the Commission's responsibility regarding the capital improvement plan was only to determine whether it was consistent with the comprehensive plan, to which Mr. Carlson replied in the affirmative.

Chair Bartholomew stated he supported the request.

Planning Commission Recommendation
Motion by Commissioner Simon, second by Commissioner Hark, to approve the request for a rezoning of the parcels located along 66th Street, east of Concord Boulevard, and adjacent to the swing bridge, from I-1, Limited Industrial to P, Institutional, a comprehensive plan amendment to change the land use designation from Mixed Use to Pubic Park/Open Space, and to support the proposed Capital Improvement for the bridge project as it is consistent with the comprehensive plan.

Motion carried (8/0). This matter goes to the City Council on October 26, 2009.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE:	September 30, 2009	**CASE NO.:**	09-32ZA
APPLICANT:	City of Inver Grove Heights		
PROPERTY OWNER:	State of Minnesota (Tax Forfeit)		
REQUEST:	Rezoning from I-1, Limited Industry to P, Institutional, a Comprehensive Plan Amendment from Mixed Use to Public Park/Open Space and Review of Capital Improvement for consistency with Comprehensive Plan.		
LOCATION:	Along 66th Street, east of Concord Boulevard adjacent to Rock Island Swing Bridge		
HEARING DATE:	October 20, 2009		
COMPREHENSIVE PLAN:	Mixed Use		
ZONING:	I-1, Limited Industry		
REVIEWING DIVISIONS:	Planning Park and Recreation	**PREPARED BY:**	Allan Hunting City Planner

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BACKGROUND

The City Council directed the Planning Commission to hold a public hearing regarding a comprehensive plan change and rezoning of two tax forfeit parcels abutting the Rock Island Swing Bridge. The City is in the process of acquiring the tax forfeit parcels from the State for future development of park land that would be part of an overall city park including the redevelopment of the piers of the old Rock Island Swing Bridge. The Parks Department is currently studying possible uses for the property.

The property is currently zoned I-1, Limited Industry and guided Mixed Use. The use of the property as a city park would require a change to both the Comprehensive Guide Plan Land Use Map and zoning to a public park/open space category so the use of the property would be consistent with the comprehensive guiding and zoning of the property.

SPECIFIC REQUEST

The specific requests for this project consist of the following:

1. A Comprehensive Plan Amendment to change the land use designation of the property from Mixed Use to Public Park/Open Space.

2. Rezoning of the property from I-1, Limited Industry to P, Institutional District.
3. Review Capital Improvement for consistency with Comprehensive Plan for the Rock Island Swing Bridge Project.

SURROUNDING USES

The subject property is surrounded by:

North	Marinas, industrial development; Zoned I-1, Limited Industry; guided Mixed Use, Public Park/Open Space.
East	Mississippi River.
West	Marina, industrial uses, bar; Zoned I-1; guided Mixed Use, Public Park/Open Space.
South	Vacant, residential; Zoned A, Agriculture, R-1C, Single Family Residential; guided Low Density Residential, Private Open Space.

EVALUATION OF REQUEST

Comprehensive Plan Amendment

At a previous meeting, the Planning Commission recommended to the City Council to purchase this property for park purposes with the condition that the Council direct the Planning Commission to hold a public hearing for a comprehensive plan amendment to address the land use designation of the property compared to its future use as park.

The subject property is located in the Concord Boulevard neighborhood. The plan identifies this area as;

> "Another area of mixed use is the Concord Boulevard corridor (generally north of 70th Street.). The idea for mixed use along the Concord Boulevard Corridor is to encourage or facilitate redevelopment and reinvestment along the corridor in a way that helps traffic flow by controlling access, encourages an attractive street frontage as a gateway corridor to the City and allows feasibility on the use of lands along the corridor as business or residential uses. This pattern of use currently exists along the corridor. A redevelopment plan was prepared by the Concord Boulevard area, which was adopted by the City in 1998."

One of the guiding principles listed in the 2030 Comprehensive Plan identifies the need to provide pedestrian connectivity to area amenities and attractions such as Heritage Park and the Mississippi River.

The Implementation chapter of the 2030 Comprehensive Plan identifies the need to update the 1998 plan for the Concord Corridor to reflect the County's improvements to Concord Boulevard and to study the mixed use concept for the area.

The Parks and Recreation chapter has a discussion on Historic and Cultural Resources which addresses specifically the Rock Island Swing Bridge, which is called Bridge 5600 in the plan. The following is an excerpt from the plan;

> "The City has a rich history as a river community and the City's residents long for a physical and historical connection to its river history. The City has been acquiring land for the development of Heritage Village Park, a community park on the Mississippi River. The continued acquisition and development of the park, including the restoration of the Bridge 5600, will have the potential to satisfy much of the community's desire for a connection with its past."

The parks chapter shows the City's commitment to redevelop the bridge and provide a community wide park in this area of the city and along the river. The change of land use designation to a public park/open space category would be consistent with these goals. This land could be used as an expanded park area at the entrance of the bridge providing an opportunity to create additional amenities associated with the bridge for the residents.

The parcels have limited development potential due to the multiple overlay districts that exist along the river. The southern parcel is located within the floodway of the Flood Zone District which does not allow for any substantial type structures. This would preclude this parcel from being able to develop as a commercial or residential use. Much of the land adjacent to the river is also very marshy and may contain wetlands. Changing the land use designation to park/open space would help preserve the natural features and wetlands.

Rezoning

In order to be consistent with the proposed zoning, the property should be rezoned to P, Public/Institutional. The purpose of the district is to "provide for areas that are appropriate for public and semipublic uses."

The City Code, Title 10-3-5 states that a rezoning request must be "in the best interest of the physical development of the City" in order to be approved. This suggests that the request should be reviewed against such factors as infrastructure availability; compatibility with existing land uses in the neighborhood; and consistency with the Comprehensive Plan.

Infrastructure Utilities are available in this part of the city, however limited need is foreseen. No further road or other improvements would be required.

Neighborhood Compatibility This criterion is meant to focus thought on whether the proposed use would be compatible within the existing and planned neighborhood. As noted earlier, the City has been acquiring land for Heritage Village Park, which is just to the west and north of these parcels and the City is also in the process of acquiring the bridge to use as a scenic

overlook park amenity. The ability to expand park area around the bridge would be consistent with the City's vision of having more park area by the river.

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

- *Wastewater Treatment* The proposed use would not generate any additional wastewater.
- *Transportation* The site is located on 66th Street, just east of Concord Boulevard. No additional roads would be needed. It would be anticipated that some type of parking lot improvements would be required with park development.
- *Park Facilities* The goal would be to provide additional park facilities that are tied to the bridge and Mississippi River.
- *Employment* Because of the limited development potential of this land, a change of land use designation would not have a negative impact on employment generation in the area.
- *Natural Resources* The site being developed as park would more opportunity to save the natural resources such as wetlands and trees on the site.
- *Land Use* The proposed zoning would be consistent with the proposed change of land use designation.

Review Capital Improvement

In accordance with Minnesota Statute, the Planning Commission must review municipal acquisitions and sale of property for consistency with the Comprehensive Plan. Specifically, State Statute Chapter 462.356, Subd. 2, states "no publicly owned interest in real property within the municipality shall be acquired or disposed of, nor shall any capital improvement be authorized by the municipality ... until after the planning agency (Planning Commission) has reviewed the proposed acquisition, disposal, or capital improvement and reported in writing to the governing body (City Council)... its findings as to compliance of the proposed acquisition, disposal or improvement with the Comprehensive Municipal Plan."

The Rock Island Swing Bridge project includes reconnecting the bridge to land on the Dakota County side of the bridge. The project also calls for restoring two of the existing spans of the bridge and provide for historic interpretation of the bridge and the surroundings. The total project costs are estimated at $2,420,019. The City share of this cost would be approximately $720,000.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

A. Approval If the Planning Commission finds the application acceptable, the Commission should recommend approval of the Comprehensive Plan Amendment from Mixed

Use to Public Park/Open Space and rezoning from I-1, Limited Industry to P, Institutional District and recommend the capital improvement for the Rock Island Swing Bridge is consistent with the Comprehensive Plan.

B. Denial If the Planning Commission finds that the comprehensive plan amendment and rezoning are not in the best interest of the physical development of the City, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

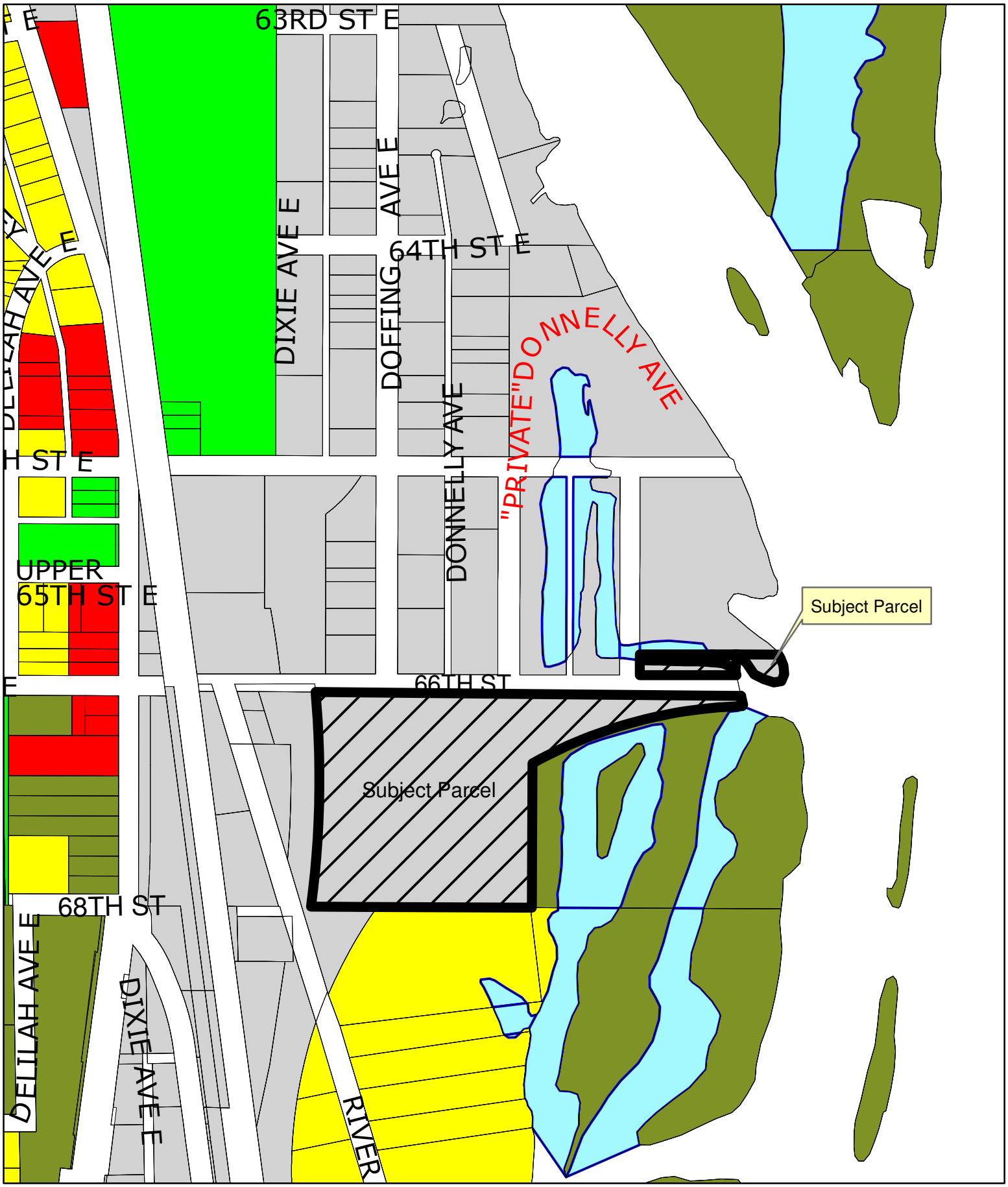
Staff is recommending approval of the proposed comprehensive plan amendment, rezoning and that the capital improvement is consistent with the Comprehensive Plan.

Attachments: Exhibit A – Location and Zoning Map
Exhibit B – Aerial Photo
Exhibit C – 2030 Future Land Use Map
Exhibit D – Description of Capital Improvement

Location/Zoning Map
Case No. 09-32ZA

Inver Grove Heights

NOT TO SCALE



Inver Grove Heights

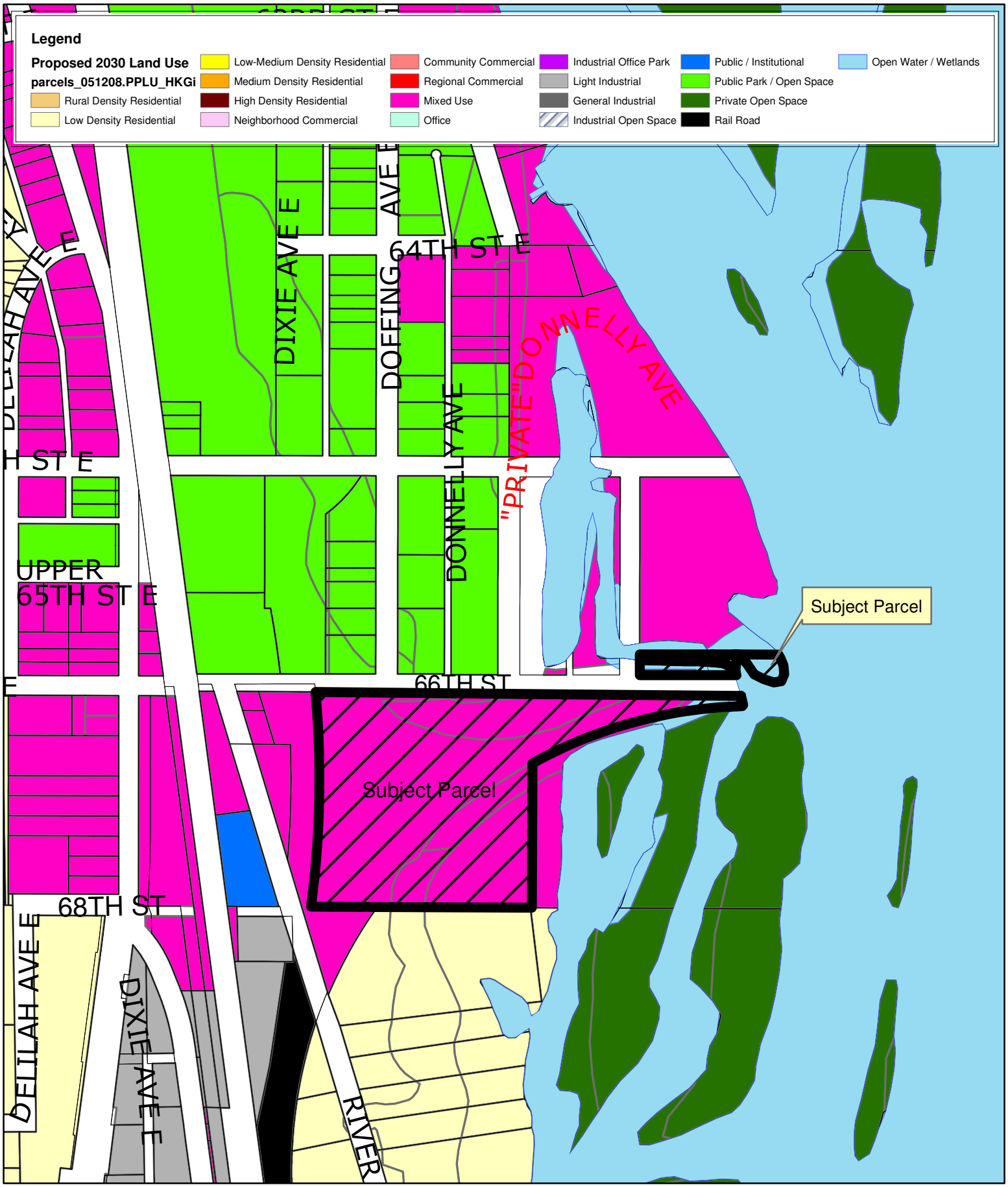
Aerial Photo
Case No. 09-32ZA

NOT TO SCALE

2030 Land Use Plan
Case No. 09-32ZA

Inver Grove Heights

NOT TO SCALE

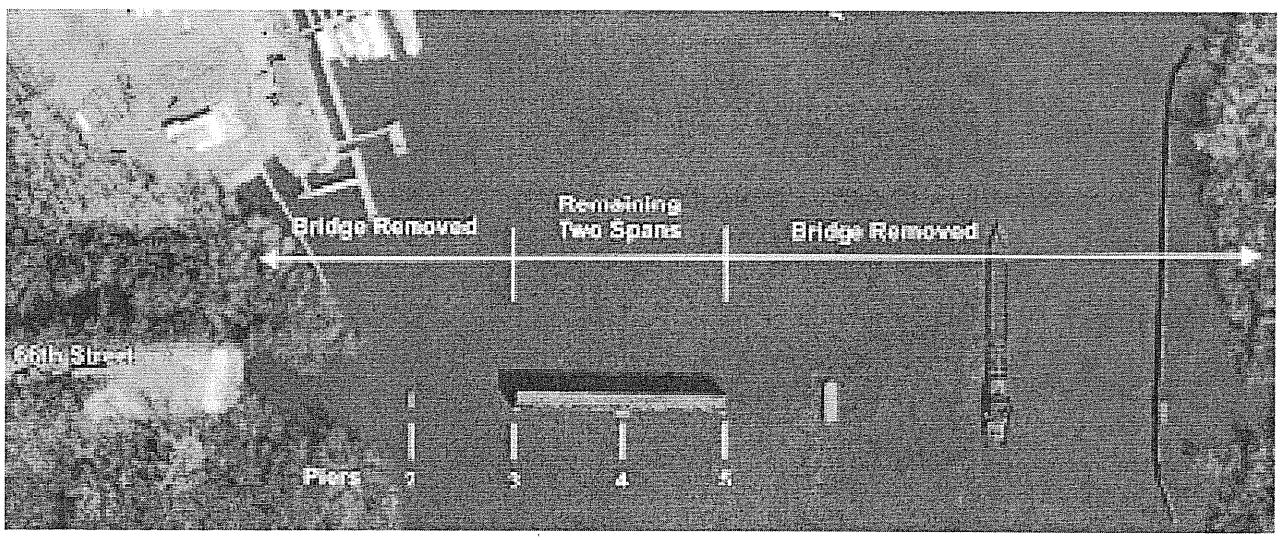


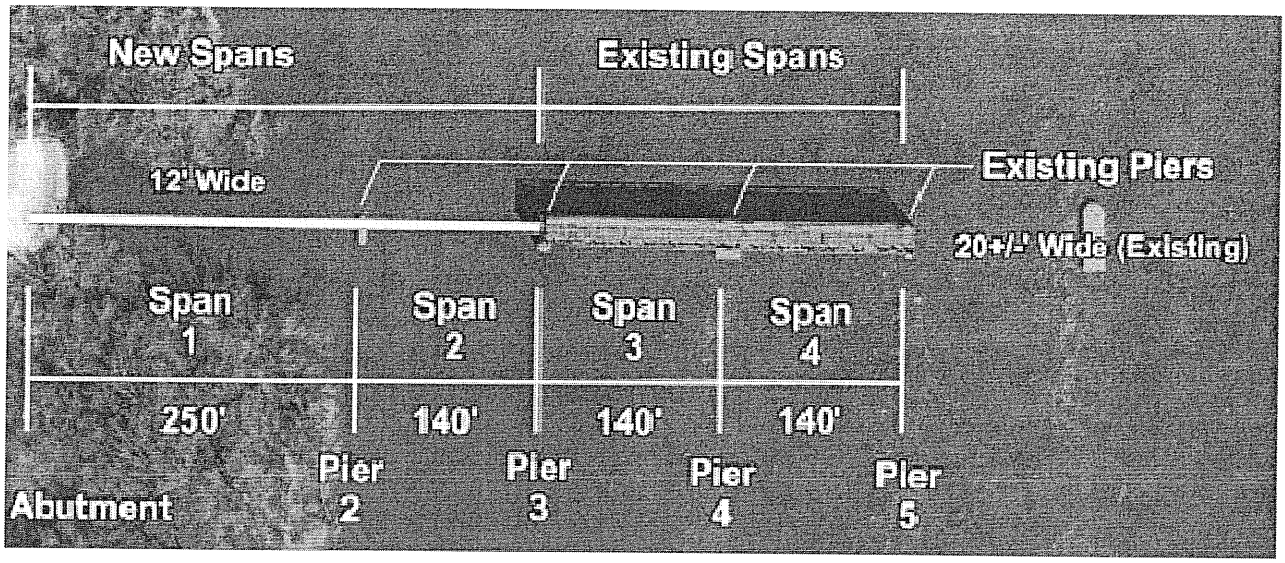
Rock Island Swing Bridge

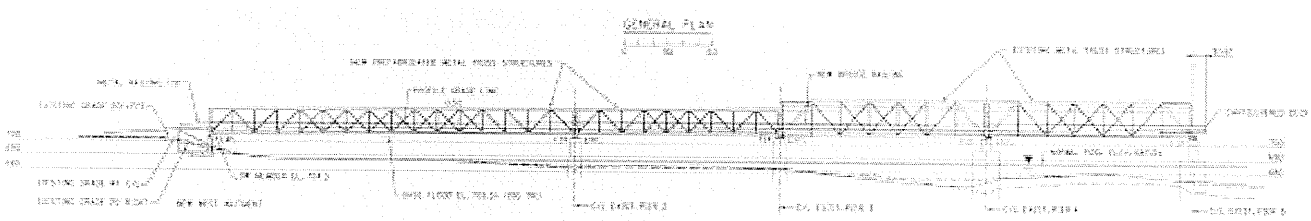
The JAR Bridge is a one-of-a-kind double deck bridge destine for the scrape yard. The bridge was constructed in 1895 and served the railroad on the upper level and cars and pedestrians on the lower level. The bridge went tax forfeit and is currently "owned" by the Minnesota Department of Revenue. Washington and Dakota Counties have removed portions of the bridge which touch land on either side of the bridge. The United States Coast Guard desires that portion of the bridge which are in the navigable waters of the Mississippi River be removed for safer commercial use of the river.

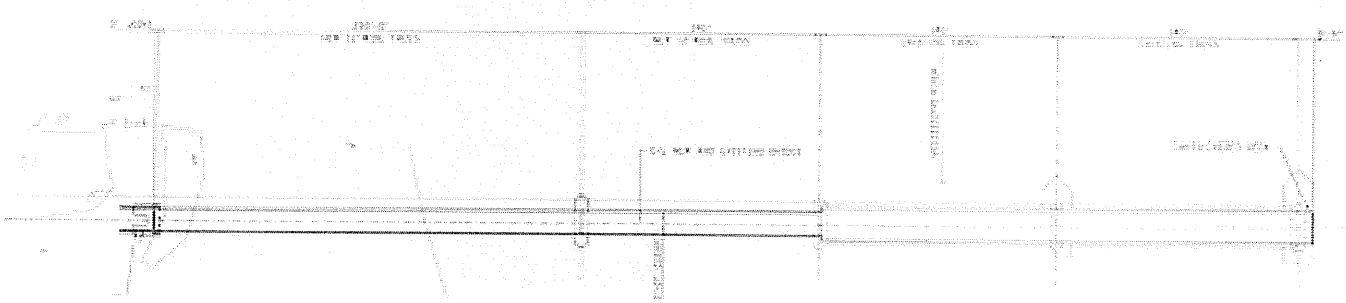
It is believed that a restored portion of the bridge on the Dakota County side could provide a regional amenity attached to the Mississippi River Regional Trail (MRRT). The MRRT is a 19 mile paved recreational trail from South St. Paul to Hastings.

Nowhere on the river would trail users get an experience close to the experience a 670' restored bridge could provide. The concept includes reconnecting the bridge to land on the Dakota County side of the bridge. Additionally the concept calls for restoring span 3 and 4 of the existing bridge and provide for historic interpretation of the bridge and the surroundings.









Ownership

The City will receive ownership of the bridge and piers through the tax forfeiture process. It is anticipated that the City will receive the public use deed to the property the week of October 26th.

Right-of-Way

The City Council and Dakota County have approved the turn back of County Road 24 (66th St). The City will use the turn back funds ($291,000) to construct a trail from the bridge to Concord Blvd that will connect to the Mississippi River Regional Trail. The trail will be located on the north side of the road and will be separated from the road way with concrete curb and gutter, the City also plans to provide a mill and overlay to the roadway with the turn back funds.

Permits

The City has applied for several state and federal permits for the project. At this time the City expects to receive approval from the necessary permitting agencies once proof of ownership is supplied.

Historical Issues

The State Historic Preservation Office (SHPO) has determined a "no affect finding" which means the project is not required to go through a lengthy Federal 106 process.

Environmental Issues

The National Park Service has performed a mussel survey on piers 2, 3, 4, & 5 that will support the bridge. This survey suggests that state protect mussels are present. It isn't clear whether these mussels will need to be translocated from the site if any work is necessary on the river bottom.

A separate mussel survey has also been conducted on piers 6, 7, & 8. These piers will be removed based on the fact that they are in the navigable channel of the river. Some state protected mussels have already been translocated from these piers. The conditions for further translocation are very dangerous and mitigation is recommended if further work is required.

Demolition

Piers 6, 7, & 8 will be removed as a part of this project as required by the USCG. The State of Minnesota Department of Transportation has agreed to fund all costs associated with the removal of these structures.

Estimated Project Cost

Item	Estimated Cost
Preliminary engineering	$130,900
Construction (includes $219,133 contingency)	$1,680,019
Add\alt 1 – full cleaning & painting	$350,000
Add\alt 2 – repair scour on piers 4 & 5	$75,000
Construction administration & observation	$185,000
Total	**$2,420,019**

Potential Project Funding

	Amount	
Federal	$1,300,000	54%
State	$100,000	4%
County	$300,000	12%
City	$720,019	30%
Total	**$2,420,019**	

Site Master Planning

The Parks and Recreation Commission is working on developing a site master plan for the approximate 20 acres of property that is owned by the City and associated with the bridge site.

Moratorium

Senator Metzen and Representative Atkins will ask the legislature to lift the moratorium that prohibits further demolition of the bridge in February 2010.

Schedule

The anticipated schedule for the project is as follows:

November 23, 2009	City Council considers approval of plans and specifications and advertisement of bids
December 29, 2009	Bid Opening – Inver Grove Heights City Hall
February 2010	State of Minnesota Legislature lifts demolition moratorium
March 22, 2010	City Council considers award of bid
April 2010	Construction begins– truss fabrication will take about 14 weeks
October 2010	Project complete

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GILLEN &
MILLER, P.A.
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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**
DATE: **October 22, 2009**
RE: **Alcohol Server Training Ordinance**

Section 1. <u>Background</u>. Pursuant to Council direction, our office has made several revisions to the attached Alcohol Server Training Ordinance. Specifically, we have done the following:

- Added a description of what the alcohol server training program must cover
- Revised the ordinance to require training be completed before any person is allowed to sell or serve any alcoholic beverage at a licensed establishment
- Added a requirement that liquor licensees include the date of hire of all persons selling or serving alcoholic beverages with the information submitted with their liquor license renewal application

Additionally, we have modified the language regarding when the provisions of this ordinance impact individuals serving or selling alcoholic beverages, and have eliminated the distinction between current and new employees, requiring all persons who serve or sell alcoholic beverages at licensed establishments as of July 1, 2010 to complete an alcohol server training program before they may serve or sell any alcoholic beverage.

Section 2. <u>Other Cities</u>. We have reviewed the alcohol server training requirements for other cities. Minnetonka and Eagan only require that the on-site manager or a representative attend some form of alcohol server/liquor license training. Eagan requires on-site managers to train all servers and security personnel regarding alcohol sales. Mankato requires that all employees of intoxicating or 3.2 percent malt liquor licensees complete an annual program of server and security training that is approved by the Mankato Department of Public Safety. Lakeville has a voluntary best practices program that offers incentives to licensees to undertake certain best practices, and that program requires that a minimum of seventy-five percent of all alcohol selling

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OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

employees be trained by the Lakeville police department, and that licensees have an internal program for ongoing training of new and current alcohol selling employees.

Section 3. <u>Type of Course</u>. State Statute affords off-sale liquor licensees a reduction in their off-sale liquor license fee if all employees receive training "in laws pertaining to the sale of alcohol, the rules for identification checks, and the responsibilities of establishments serving intoxicating liquors." To obtain this fee reduction, other requirements must also be met.

We used the course requirements from the Statute as the standard for the type of course required by the ordinance.

Section 4. <u>Courses Available</u>. The two attached courses meet the ordinance requirement for an approved alcohol server training program. Other course that cities have approved are accessible as follows:

- www.learn2serve.com/alcohol-training
- www.mlba.com/online_sales.htm — MLBA S.A.L.E.S. Program
- www.losscontrolservices.net — Loss Control Services
- http://www.gettips.com/certified.shtml — TIPS
- http://www.servercertificationcorp.com/index.html — Professional Server Certification Corporation

These courses would also meet the requirements of the ordinance.

Section 5. <u>Council Action</u>. The Council is asked to consider the attached Ordinance relating to Alcohol Server Training Requirements at the October 26, 2009, City Council meeting.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE ADOPTING CITY CODE SECTION, 4-1D-9
RELATING TO ALCOHOL SERVER TRAINING

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. <u>AMENDMENT</u>. Section 4-1D of the 2008 City Code is hereby amended by addition 4-1D-9 to read as follows:

4-1D-9: ALCOHOL SERVER TRAINING REQUIREMENTS:

A. For the purposes of this Section 4-1D-9, a "licensed establishment" means any premises holding an on-sale or off-sale liquor license, an on-sale or off-sale 3.2 percent malt liquor license, a wine license, a special club intoxicating liquor license, or any other license issued by the City to sell or serve any alcoholic beverage, provided, however, that a licensed establishment shall not include any premises holding only a temporary on-sale intoxicating or temporary 3.2 percent malt liquor license or a caterer's permit.
B. For the purposes of this Section 4-1D-9, a "liquor licensee" is the holder of any on-sale or off-sale liquor license, an on-sale or off-sale 3.2 percent malt liquor license, a wine license, a special club intoxicating liquor license, or any other license issued by the City to sell or serve any alcoholic beverage, provided, however, that a liquor licensee shall not include the holder of only a temporary on-sale intoxicating or temporary 3.2 percent malt liquor license or a caterer's permit.
C. Every liquor licensee shall require that anyone who serves or sells any alcoholic beverage at the licensed establishment must comply with the alcohol server training requirements of this section.
D. Beginning July 1, 2010, and continuing thereafter, anyone who serves or sells any alcoholic beverage at a licensed establishment shall complete a program of alcohol server training before they are allowed to serve or sell any alcoholic beverage.

E. Beginning July 1, 2010, and continuing thereafter, no one shall serve or sell any alcoholic beverage at a licensed establishment unless that person has completed an alcohol server training program within the twelve (12) month period prior to the date of serving or selling the alcoholic beverage.

F. The alcohol server training program must be provided by a business entity or association whose regular business includes providing such trainings, and must include information regarding the laws pertaining to the sale of alcohol, the rules for identification checks, and the responsibilities of establishments serving or selling alcoholic beverages.

G. Liquor licensees shall keep on file proof that all persons serving or selling alcoholic beverages at the licensed establishment have completed the alcohol server training required by this section. Such proof shall be kept for at least three (3) years. Proof of a person's completion of alcohol server training shall be presented to a police officer upon request. Liquor licensees shall submit the following information about all persons who currently serve or sell alcoholic beverages at the licensed establishment with their liquor license renewal application: the person's name, date of birth, date of hire, and the date the person last completed alcohol server training.

H. No liquor licensee shall allow the sale or service of any alcoholic beverage by a person who has not complied with the alcohol server training requirements of this section. Any such sale or service shall constitute a violation of the licensee's liquor license.

I. No person shall serve or sell any alcoholic beverage at a licensed establishment without first complying with the alcohol server training requirements of this section.

Section 2. EFFECTIVE DATE. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ___ day of _____, 2009.

_____

George Tourville, Mayor

Attest:

_____

Melissa Rheaume, Deputy City Clerk

MMBA | Alcohol Awareness Server Training

MMBA
Mission Statement
Summary Sheet
Directors
Magazine
Magazine Archives
Endorsement Policy
Commercial Membership Application
Contact Us
New: Weekly Newsletter Archives
Sign up for the Electronic Newsletter
Scholarship
Position Papers
Liquor Store Management Articles
Spanish Warning Sign
Keg Registration Tag Order Form
Alcohol Awareness Server Training
New Minnesota Drivers License
Home

Links:
Minnesota Licensed Beverage Assn.
MN Legislature
Alcohol & Gambling Enforcement
League of MN Cities
MinnesotaSmart.com (Wine in Grocery)
National Alcohol Beverage Control Association

The Minnesota Municipal Beverage Association offers two types of Alcohol Awareness Server Trainings for on-sale facilities, off-sale facilities, on-sale / off-sale combination facilities and special events.

Beverage Alcohol Training (BAT)

- Sessions last approximately 90 minutes
- Available for members and non-members. Fees depend upon membership status and discounts are given according to group size.
- Average fees are approximately $150 per session with no per person charges
- Flexible scheduling - nights and weekends
- BAT meets insurance carrier alcohol awareness training requirements

Contact Us for further information

SALES On-Line Training

The Minnesota Licensed Beverage Association is offering Minnesota Municipal Beverage Association members a discounted rate for their on-line SALES training.

SALES is primarily offered as an on-line supplemental training for new employees or refresher for experienced employees. Please check with your insurance carrier to determine if this training meets their alcohol awareness training requirements.

Cost is $15 per participant or purchase a block of 10 for $140 or a block of 25 for $350.

To receive the discount, contact the MMBA office for your member identification number.

Click Here to learn more about the training (PDF)

Click Here to access the training

Minnesota Municipal Beverage Association
P.O. Box 32966, Minneapolis, MN 55432
Toll Free (866) 938-3925 Phone (763) 572-0222 Fax (763) 572-8163
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Online S.A.L.E.S

Minnesota Licensed Beverage Association

"With MLBA, You're Not Alone!"

Selling Alcohol Legally Effectively & Safely is Now Available On Line!!

To go directly to the "Online SALES" page click here

To find out more, click one of the following: (or scroll down)

- Online SALES Guide for Employers
- Online SALES Course Description.

To go directly to the "Online SALES" home page click here

Online SALES Guide for Employers.

What is S.A.L.E.S. Online Alcohol Server Training?

S.A.L.E.S is the revolutionary educational program for employers and employees of drinking establishments created by the Minnesota Licensed Beverage Association (MLBA). It's an acronym that stands for Selling Alcohol Legally Effectively and Safely. Just like the MLBA's classroom S.A.L.E.S training, having your employees trained on line can reduce your Dram Shop insurance rates by up to 15% (depending on your insurance agency)

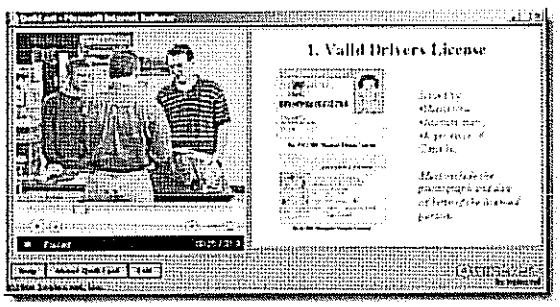
What does S.A.L.E.S. Online Alcohol Server Training consist of?

The student will start with a 25 question Alcohol IQ Test to help them determine what they already know and help them learn what things they do not know. The student will be given immediate feedback after they answer each question whether they are right or wrong and an explanation of each answer.

After successfully answering all 25 questions the student will then be taken to the first of 10 video presentations, which consist of a video with sound on the left and on the right will be important information that coincides with the video. After each video segment (each lasting from 2 - 5 minutes) the student will be required to correctly answer a series of questions in order to move on to the next segment.

The 10 Video segments are as follows:

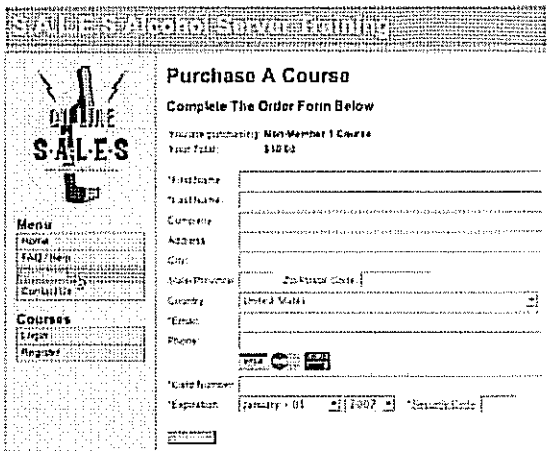
1. Underage Consumption and Purchasing
2. Carding
3. Valid ID's
4. Checking ID's
5. Profiling Customers
6. Intoxication Factors
7. Customer Management
8. Serving Strategies



9. Dealing with Intoxicated Patrons
10. Other Managing Issues

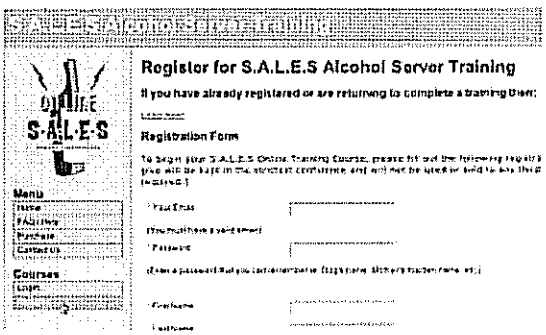
Once the 10 video segments are completed, the student will receive a certificate of completion that can be printed out for your records and the students information will be logged in the S.A.L.E.S Online Training database that they have successfully completed the training.

How do I sign my employee(s) up for S.A.L.E.S. Online Alcohol Server Training?



Just click the Online SALES logo at the top of the screen (or click here) to go to the Online SALES home page. Once there, you simply purchase a course by clicking on "Purchase" in the menu on the left side of the window. If you are a MLBA Member in good standing (i.e. your membership dues are paid up for the year) you are eligible for discounts and you can also purchase a block of 10 or 25 courses for your employees. You can pay online with **Visa, M/C** and **Discover**. Once you have purchased a course or a block of courses you will be given a S.A.L.E.S. membership ID that can be used up to one year after the date of purchase. If you don't feel comfortable paying online and would like to pay by check, there is a form you can fill out, print and send to MLBA, click here.

What do my employees need to do to take the S.A.L.E.S. Online Training?



Once you have purchased a course or a block of courses, just have your employee go to www.mlba.com and click on the link for S.A.L.E.S. Online Training. Once at the S.A.L.E.S. Online Training home page they just click "Register" in the menu and they will be directed to fill out a form. Once they have completed all the required fields, they will be prompted to enter the S.A.L.E.S. Membership ID (that you purchased earlier) in order to proceed to their course. Once they successfully pass the Alcohol IQ Test and the 10 video segments and corresponding segment tests, they will be able to print out a "Certificate of Completion" for your records. They will also be logged into the MLBA Database as having successfully completed the training and the date on which they completed the training.

Where do I find my MLBA account number?

Your MLBA account number is on your MLBA membership dues invoice, your MLBA Membership Plaque and the back page of your MLBA Newsletter, "The Rough Draught". If you still can't find your account number please contact MLBA at info@mlba.com for your account number.

Will my computer be able to run the S.A.L.E.S. Online Training?

If your computer is less than 7 years old and runs Windows 98, ME, 2000 or XP, and has Windows Media Player installed, you should have no problems. If your computer does not meet these requirements, you or your employees can take the training on any computer that is hooked up to the Internet. The S.A.L.E.S. Online Training looks best with "high

speed" or "Broadband" Internet connections, but will work with dial up modem connections as well.

I have a Macintosh. Will I be able to take the training?

Mac users must have Mac OS X Version 10.3 and use either Netscape or Firefox Browsers with the latest version of Windows Media Player. Go to www.firefox.com or www.netscape.com to get the free Firefox or Netscape browser, and click here to download the latest Windows Media Player for Mac OS X.

Mac's with Version 10.4 or 10.5 are not compatible with the video player used in the training, (This will be addressed in the next update to the system in 2009.)

What if I (or my employee) gets disconnected or are unable to complete the training, will I have to start all over?

No. Each student will provide a login and password when they register for the course, so if they want to complete the training at a later time, all they have to do is "Login" and the training will start off at the video segment that they left off.

What if I don't feel comfortable buying a course online, can I pay by check?

Yes. Simply click here and you can fill out the form, print it and send it to MLBA with a check or credit card info.

To go to the Online SALES home page, click here.

Online SALES Course Guide

How do I get signed up for a S.A.L.E.S. Online Alcohol Server Training course?

Go to the Online SALES home page by clicking the logo at the top of the page or click here. Once there you will have to register for a course by clicking "Register" in the menu. You will be directed to fill out a form with some personal information and a username and password (so that if you are unable to complete the course you can come back and finish the course at any time even on another computer.)

Once you completed the registration form you will be prompted to enter the SALES Membership ID. This is the number that you or your employer got when they purchased a course or a block of courses. If you do not have a SALES Membership ID or if it says you no longer have any views on your account, you must purchase additional courses by clicking "Purchase".

Once you have registered and entered a valid SALES Membership ID, you are ready to begin.

What does the course consist of?

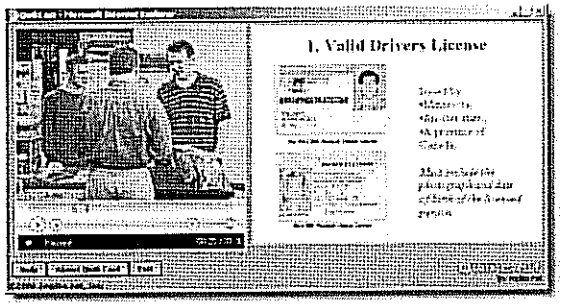
The first segment of the Online SALES course is a 25 question Alcohol IQ test. You will be given immediate feedback after answering each question and required to successfully answer all the questions before going on to the first of 10 short video presentations.

Each video presentation will start out by asking you to click on "High Bandwidth" or "Low Bandwidth" to begin the video presentation. If you are on a dial up modem, click "Low Bandwidth" or if you have DSL, Cable or another high speed Internet connection, click "High Bandwidth".

The video presentations consist of the SALES course video on the left and related facts on the right. The video can be paused at any time and replayed as many times as you would like. At the end of the video segment, a series of questions will "pop up" in the window

behind the video player. When you are done watching the video, simply click the link in the right side of the player window to automatically proceed to answer the 2 or 3 segment questions and then click "Submit" at the bottom of the page. Again you must answer each question correctly before you can move on to the next segment.

The 10 Video segments are as follows:



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9. Dealing with Intoxicated Patrons
10. Other Managing Issues

Once the 10 video segments are completed, you will receive a certificate of completion that can be printed out for your records and your information will be logged in the S.A.L.E.S Online Training database that you have successfully completed the training and the date. (If you do not have a printer attached to your computer, you can log in to another computer using the username and password you registered with and you will be brought back to the page where you can click on the "Certificate of Completion" and print it out.

How long is the training course?

The Online SALES course should take between 45 minutes to 1 hour to complete.

What if I'm having trouble viewing the videos?

Make sure you click "Low Bandwidth" before each video if you are on a dial up modem, and make sure you are connected at at least 48k or the video will appear choppy. If you are having problems, you can always log out and take the training on another computer. Just login with the username and password you registered with and you will start at the video segment you left off.

To go to the Online SALES home page, click here.

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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: **October 22, 2009**
RE: **Alcohol Sales Compliance Check Policy – 10/26/09 Council Meeting**

Section 1. **Background**. Attached, please find a resolution regarding the City's Alcohol Compliance Check Policy. Per Council direction, we have modified the Compliance Check Policy to indicate that upon the third violation within a thirty (30) month period of either a compliance check or violation of a State Statue or City Code provision related to the sale of alcohol, the violation may be referred to the City Attorney's office for potential criminal charges and shall be referred to the City Council for potential civil penalties. The thirty month period tracks with the ownership of the establishment, such that the establishment must be owned by the same person/entity at the time of the third violation in order for it to count against the current owner.

Section 2. **Council Action**. The Council is asked to consider the attached Resolution Adopting an Alcohol Sales Compliance Check Policy at the October 26, 2009, City Council meeting.

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OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. _____

A RESOLUTION ADOPTING AN ALCOHOL SALES COMPLIANCE CHECK POLICY

WHEREAS, the Inver Grove Heights Police Department conducts annual compliance checks on establishments that have either on-sale or off-sale liquor licenses; and

WHEREAS, the City Council has discussed what action should be taken for a compliance check failure.

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

The Council adopts the following Alcohol Compliance Check Policy:

1. This policy applies to all establishments licensed by the City that serve or sell alcoholic beverages, including on-sale and off-sale liquor establishments and all other establishments holding alcohol licenses such as on-sale or off-sale 3.2 percent malt liquor licenses, wine licenses, or club licenses. The policy does not apply to holders of only a temporary license or a caterer's permit because the City does not conduct compliance checks with respect to temporary licenses or caterer's permits issued by the State of Minnesota.

2. At least once per year, the police department will conduct compliance checks on all establishments subject to this policy to ensure alcohol is not being sold to underage persons.

3. The purposes of the compliance checks are educational and remedial, as well as an attempt to demonstrate the City's objective of enforcement through visibility and follow-up.

4. If, as a result of the compliance check, a server or sales person serves or sells an alcoholic beverage to an underage person, the following will occur:

    a. The server or sales person will be issued a citation and the matter will be referred for prosecution.

    b. The establishment's owner will be informed of the infraction.

c. The establishment's owner will be required to meet with the police department to review protocols and procedures at the establishment relating to the sale of alcohol.

d. The police will determine whether all servers have received the required alcohol server training.

e. The first or second compliance check failure within a thirty (30) month period where the establishment is under the same ownership will not be referred to the Council for imposition of a civil penalty against the owner of the establishment. Instead, the police department will review the practices and procedures related to the sale of alcohol with the owner. However, the third and any subsequent infraction relating to either a compliance check failure or a violation of any State Statute or City Code provision related to the sale of alcohol to an underage person within any thirty (30) month period where the establishment is under the same ownership may be referred to the City Attorney's Office for potential criminal charges and shall be referred to the City Council for potential imposition of a civil penalty, including a monetary penalty or license suspension or revocation.

Passed this ___day of _____, 2009.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

AGENDA ITEM _____

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

CONSIDER THE FIRST READING OF AN ORDINANCE REGULATING THE NUMBER AND FREQUENCY OF GARAGE SALES

Meeting Date:	October 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 the first of three reading of an ordinance that regulates the number and frequency of garage sales.

SUMMARY The City Council has asked that staff prepare an ordinance for their consideration that regulates the number and frequency of garage sales. City Council reviewed the ordinances from a few of our surrounding communities and asked that specific language from those were incorporated into the attached draft.

During the discussion on this topic, Council further directed that there be a penalty associated with violation of this proposed ordinance. Currently, a violation of an ordinance is a misdemeanor. After a discussion with the City Attorney, we are suggesting the Council consider specific language for these regulations that would make a violation a petty misdemeanor. Upon receiving direction on the violation part, we will incorporate that into the draft for the second reading.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CITY CODE CHAPTER 9
REGULATING GARAGE SALES

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. AMENDEMENT. Section 5-9-2 of the 2008 City Code is hereby enacted as follows:

Section 5-9-2 DEFINITIONS. The term "garage sale" shall mean and include all sales entitled "garage sale," "lawn sale," "boutique sale," or any similar casual sale of tangible personal property which is advertised by any means whereby the public at large is or can be made aware of the sale.

SECTION 2. AMENDEMENT. Section 5-X of the 2008 City Code is hereby enacted as follows:

Section XX.XX Garage Sales. The regulation of garage sales is intended to prevent their frequency from becoming a nuisance. Garage sales are allowed in all residential zoning districts with the following restrictions:

a. There shall not be more than four sales events in each calendar year per dwelling unit.
b. Sale events are limited to any consecutive 72 hour period.
c. Garage sale signs must comply with the sign ordinance. No directional signs or advertising signs with respect to garage sales shall be attached to utility poles, trees, or signposts. All directional signs or advertising signs shall be freestanding. Each such sign shall be promptly removed after garage sales by the person conducting the sales.
d. Garage sale signs may be erected on private properties other than the property where the sale is conducted provided permission from the private property owner is obtained.
e. Personal property offered for sale at garage sales shall be that of the owners/occupants of the property at which the garage sale is conducted. Personal property of members of several families may be offered for sale at a garage sale at property owned or occupied by one of the participant families.
f. No consignment personal property may be offered for sale at garage sales.
g. Garage sales shall be conducted so as not to obstruct or interfere with pedestrian or vehicular traffic.

Petty misdemeanor violation of this particular ordinance is a petty misdemeanor

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□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **October 22, 2009**
RE: **Electric and Gas Franchise Ordinances with Xcel Energy (NSP) – 10/26/09 Council Meeting**

Section 1. <u>Background</u>. The current Gas and Electric Franchises with Xcel Energy (Northern States Power Company) expire at the end of 2009. Beginning in April 2009, the Administration and Public Works Departments began a series of meetings with Xcel Energy to negotiate new franchise agreements. As a guideline to those negotiations, the City reviewed recent suburban franchises that were adopted within the last 24 months. Those franchises were from the cities of Bloomington, Richfield, Prior Lake, Savage, Burnsville, Lindstrom, Plymouth and Monticello.

The process of franchise negotiation has also resulted in the City and Xcel Energy having a number of joint staff meetings to refine and better the practices and procedures that both entities employ for relocation of facilities and restoration of right-of-way.

Throughout the process, the City Administrator has kept the Council apprised with respect to the franchise matters that have been discussed with Xcel Energy.

The Administration Department, Public Works Department and the City Attorney recommend adoption of the attached two (2) Ordinances.

Section 2. <u>Council Action</u>. The Council is asked to consider the first reading of the attached two (2) Ordinances at its October 26, 2009, Council meeting.

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OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2009-____

CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

AN ORDINANCE GRANTING A FRANCHISE TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA ORDAINS:

SECTION 1. <u>DEFINITIONS.</u>

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1 **City**. The City of Inver Grove Heights, County of Dakota, State of Minnesota.

1.2 **City Utility System**. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting or other forms of energy.

1.3 **Commission**. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

1.4 **Company**. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy its successors and assigns, including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this franchise.

1.5 **Electric Facilities**. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.

1.6 **Non-Betterment Costs.** Costs incurred by Company from relocation, removal or rearrangement of Electric Facilities that do not result in an improvement to the Electric Facilities.

1.7 **Notice**. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 414 Nicollet Mall, 5th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.
Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground**. Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.9 **Public Way**. Public right-of-way within the City as defined in Minn. Stat. § 237.162 subd. 3.

SECTION 2. <u>ADOPTION OF FRANCHISE</u>.

2.1 <u>Grant of Franchise</u>. City hereby grants Company, for a period of twenty (20) years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 <u>Effective Date; Written Acceptance</u>. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 <u>Service and Rates</u>. The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 <u>Publication Expense</u>. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 <u>Dispute Resolution</u>. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within

30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law or equity.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary pedestrian and vehicular travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

The Company shall notify the City at least one (1) month prior to the Company's abandonment of underground Electric Facilities. The Company, on an annual basis, shall provide the City with the mapping information identified in Minnesota Rules, Part 7819.4100, subd. 2 with respect to abandoned underground Electric Facilities.

3.2 Field Locations and Mapping Information. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D. Company shall provide current mapping information in an electronic format acceptable to the City for any of its Electric Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100 and other applicable state and federal laws.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and also in accordance with Minnesota Rules, Part 7819.1100 and applicable City ordinances to the extent consistent with law. Company shall maintain the surface in good condition for six (6) months on unpaved surfaces (including boulevard areas) and two (2) years on any paved surface (including paved areas of streets,

sidewalks and trails). The work shall be completed as promptly as weather permits. If Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City or its designees. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way or on Public Ground. Notwithstanding the foregoing, the City reserves the right to require a performance bond for new installation, replacement, or repairs, when the Company's completion of its work is required in order for the City to proceed on a timely basis with a public improvement project.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. Company shall comply with the requirements of Minnesota Rules, Part 7819.3100 and applicable law relating to relocation of Electric Facilities in Public Ways and Company shall also comply with the requirements of any applicable ordinance of the City relating to relocation of Electric Facilities in Public Ways to the extent consistent with Minnesota Rules, Part 7819.3100 and applicable law.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Electric Facilities from Public Ground upon a

finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable City ordinances consistent with law.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. In addition, City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan for a highway project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. The City is not obligated to pay for those portions of the Company's relocation costs for which the City has not received federal reimbursement specifically allocated for such costs.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

Upon request of the City from time to time, the Company will meet with the City to review the Company's practices and procedures relating to tree trimming and to review the Company's formats of communications to landowners relating to tree trimming.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The city shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or

damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall city be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. In accordance with Minnesota Rules, Part 7819.3200, if the City's order directing vacation of the Public Way does not require relocation of the Company's Electric Facilities, the vacation proceedings shall not be deemed to deprive Company of its right to continue to use the right-of-way of the former Public Way for its Electric Facilities installed prior to such order of vacation.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

The City reserves all rights under Minn. Stat. §§ 216B.36 and 301B.01 to require a franchise fee at any time during the term of this ordinance. If the City elects to require a franchise fee it shall notify Company and negotiate in good faith to reach a mutually acceptable fee schedule. The fee shall be set forth in a separate ordinance and not adopted until at least sixty (60) days after notice enclosing such proposed ordinance has been served upon the Company by certified mail. If the City and Company are unable to agree on a franchise fee or on any terms related thereto, including but not limited to the requirement of concurrent permit fees to defray costs of utility operations, each hereby consents to the jurisdiction of State District Court, Dakota

County, to construe their respective rights under the law, subject to all rights of appeal. City and Company expressly reserve all rights and arguments concerning franchise fees and related issues and this paragraph is not intended, and shall not be construed, as a waiver of any such rights or arguments.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any persons not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk with 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved this _____ day of _____, 2009.

_____
George Tourville, Mayor

Attest:

_____
Melissa Rheaume, Deputy City Clerk

Dated Published: _____

GAS FRANCHISE ORDINANCE

ORDINANCE NO. 2009-____

CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

AN ORDINANCE GRANTING A FRANCHISE TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1 **City**. The City of Inver Grove Heights, County of Dakota, State of Minnesota.

1.2 **City Utility System**. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting or other forms of energy.

1.3 **Commission**. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate Gas retail rates now vested in the Minnesota Public Utilities Commission.

1.4 **Company**. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy its successors and assigns, including all successors or assignees that own or operate any part or parts of the Gas Facilities subject to this franchise.

1.5 **Gas**. "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.

1.6 **Gas Facilities**. Pipes, mains, regulators and other facilities owner or operated by Company for the purpose of providing Gas service for public use.

1.7 **Non-Betterment Costs.** Costs incurred by Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Gas Facilities.

1.8 **Notice**. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 414 Nicollet Mall, 5th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.9 **Public Ground**. Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.10 **Public Way**. Public right-of-way within the City as defined in Minn. Stat. § 237.162 subd. 3.

SECTION 2. <u>ADOPTION OF FRANCHISE</u>.

2.1 <u>Grant of Franchise</u>. City hereby grants Company, for a period of twenty (20) years from the date passed and approved by the City, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 <u>Effective Date; Written Acceptance</u>. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 <u>Service and Rates</u>. The service to be provided and the rates to be charged by Company for Gas service in City are subject to the jurisdiction of the Commission.

2.4 <u>Publication Expense</u>. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 <u>Dispute Resolution</u>. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a

mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law or equity.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary pedestrian and vehicular travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Gas Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

The Company shall notify the City at least one (1) month prior to the Company's abandonment of underground Gas Facilities. The Company, on an annual basis, shall provide the City with the mapping information identified in Minnesota Rules, Part 7819.4100, subd. 2 with respect to abandoned underground Gas Facilities.

3.2 Field Locations and Mapping Information. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D. Company shall provide current mapping information in an electronic format acceptable to the City for any of its Gas Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100 and other applicable state and federal laws.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and also in accordance with Minnesota Rules, Part 7819.1100 and applicable City ordinances to the extent consistent with law. Company shall

maintain the surface in good condition for six (6) months on unpaved surfaces (including boulevard areas) and two (2) years on any paved surface (including paved areas of streets, sidewalks and trails). The work shall be completed as promptly as weather permits. If Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City or its designees. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way or on Public Ground. Notwithstanding the foregoing, the City reserves the right to require a performance bond for new installation, replacement, or repairs, when the Company's completion of its work is required in order for the City to proceed on a timely basis with a public improvement project.

3.5 Avoid Damage to Gas Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. Company shall comply with the requirements of Minnesota Rules, Part 7819.3100 and applicable law relating to relocation of Gas Facilities in Public Ways and Company shall also comply with the requirements of any applicable ordinance of the City relating to relocation of Gas Facilities in Public Ways to the extent consistent with Minnesota Rules, Part 7819.3100 and applicable law.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable City ordinances consistent with law.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. In addition, City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan for a highway project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. The City is not obligated to pay for those portions of the Company's relocation costs for which the City has not received federal reimbursement specifically allocated for such costs.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Gas Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

Upon request of the City from time to time, the Company will meet with the City to review the Company's practices and procedures relating to tree trimming and to review the Company's formats of communications to landowners relating to tree trimming.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The city shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall city be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. In accordance with Minnesota Rules, Part 7819.3200, if the City's order directing vacation of the Public Way does not require relocation of the Company's Gas Facilities, the vacation proceedings shall not be deemed to deprive Company of its right to continue to use the right-of-way of the former Public Way for its Gas Facilities installed prior to such order of vacation.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

The City reserves all rights under Minn. Stat. §§ 216B.36 and 301B.01 to require a franchise fee at any time during the term of this ordinance. If the City elects to require a franchise fee it shall notify Company and negotiate in good faith to reach a mutually acceptable fee schedule. The fee shall be set forth in a separate ordinance and not adopted until at least sixty (60) days after notice enclosing such proposed ordinance has been served upon the Company by certified mail. If the City and Company are unable to agree on a franchise fee or on any terms related thereto, including but not limited to the requirement of concurrent permit fees to defray costs of utility operations, each hereby consents to the jurisdiction of State District Court, Dakota County, to construe their respective rights under the law, subject to all rights of appeal. City and Company expressly reserve all rights and arguments concerning franchise fees and related issues and this paragraph is not intended, and shall not be construed, as a waiver of any such rights or arguments.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any persons not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk with 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous Gas franchise granted to Company or its predecessor.

Passed and approved this _____ day of _____, 2009.

_____
George Tourville, Mayor

Attest:

_____
Melissa Rheaume, Deputy City Clerk

Dated Published: _____