



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MARCH 8, 2010
8150 BARBARA AVENUE
7:30 P.M.

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

- A. Environmental Leadership Award
- B. Seven Wonders of Engineering Merit Award

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 – February 22, 2010 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending March 3, 2010 _____
- C. Pay Voucher No. 9 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation _____
- D. Change Order No. 5 and Pay Voucher No. 7 for City Project No. 2009–09D, South Grove Urban Street Reconstruction – Area 4 _____
- E. Resolution Accepting Individual Project Order No. 12D to Kimley–Horn & Associates, Inc. for Design Services for the 2010 Pavement Management Program, Urban Street Reconstruction, City Project No. 2010–09D, South Grove Area 5 – Water System Design _____
- F. Approve Purchase of Tables for the VMCC _____
- G. Resolution Establishing School Zone Speed Limit _____
- H. Approve Application for MN DNR Trail Grants _____
- I. Approve a Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2010–09D _____
- J. Schedule Public Hearing – New Liquor License _____
- K. Schedule Public Hearing – Liquor License Transfer _____
- 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. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay _____
- B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Imposing Sanctions Upon Off-Sale Intoxicating Liquor License Holder Starz Group Liquor, Inc. dba Starz Liquor _____

7. REGULAR AGENDA:

PARKS AND RECREATION:

- A. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of the Rock Island Swing Bridge Master Plan _____

COMMUNITY DEVELOPMENT:

- B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Authorizing Staff to Acquire Property Located at the Southeast Corner of 80th Street and Barbara Avenue from the Minnesota Department of Transportation _____

ADMINISTRATION:

- C. **CITY OF INVER GROVE HEIGHTS;** Approve Purchase of Software, Hardware and Consulting Services for a Data Center Consolidation for the City's Desktop and Server Infrastructure _____
- D. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements _____
- E. **CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amending Title 5, Chapter 4, of the City Code relating to Animal Control _____

PUBLIC WORKS:

- F. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving a Compromise Agreement, Settlement Stipulation, Order and Judgment between Watrud Properties, LLC and the City relating to City Project No. 2003-03 (PID# 20-28400-012-01) _____
- G. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving a Waiver Agreement, Settlement Stipulation, Order and Judgment between Watrud Properties, LLC and the City relating to City Project No. 2003-03 (PID # 20-28401-010-00) _____

8. MAYOR AND COUNCIL COMMENTS

9. EXECUTIVE SESSION

- A. Doffing Ave Property Acquisitions

10. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, FEBRUARY 22, 2010 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, February 22, 2010, 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, Finance Director Lanoue, Police Chief Kleckner, Fire Chief Thill and Deputy Clerk Rheaume.

3. PRESENTATIONS:

A. 2008 CAFR Award

Mayor Tourville presented Finance Director Lanoue and the finance department with the 2008 CAFR Award for excellence in financial reporting.

B. Introduction of New Police Officer

Police Chief Kleckner introduced Officer Chris Wagner, who recently began service in the police department.

4. CONSENT AGENDA:

Councilmember Grannis removed Item 4F, Approve Contracts for Cabling Infrastructure, AV Multimedia Equipment and Security Systems for the Public Safety Addition/City Hall Renovation, from the Consent Agenda.

Councilmember Klein removed Item 4G, Approve Purchase of Tables & Chairs for the VMCC, from the Consent Agenda.

Councilmember Madden remove Item 4N, Consider Purchase of Replacement Fire Duty Officer Vehicle, from the Consent Agenda.

A. Minutes – February 8, 2010 Regular Council Meeting

B. Resolution No. 10-16 Approving Disbursements for Period Ending February 17, 2010

C. Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report and **Resolution No. 10-17** Accepting Work for City Project No. 2008-09C, Mill and Overlay

D. Resolution No. 10-18 Accepting Individual Project Order No. 14A to Kimley-Horn & Associates, Inc. for As-built Services for City Project No. 2008-09F, Salem Hills Farm

E. Resolution No. 10-19 Calling for Hearing on Proposed Assessments and **Resolution No. 10-20** Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for the 2009 Pavement Management Program – City Project No. 2009-09D, South Grove Street Reconstruction (Area 4)

H. Approve Purchase of Fitness Equipment for the VMCC

I. Approve 2010-11 Ice Rates at the VMCC

J. Confirm Thirty Day Suspension of Firefighter

K. Schedule Public Hearing – Liquor License Violation

L. Approve Service Station License Application – BPL, LLC dba Oasis Market

M. Approve Massage Therapist License Application – Stephanie Richter

O. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

- F. Approve Contracts for Cabling Infrastructure, AV Multimedia Equipment and Security Systems for the Public Safety Addition/City Hall Renovation

Councilmember Grannis stated he would not support this item because of the project labor agreement.

Motion by Madden, second by Klein, to approve contracts for Cabling Infrastructure, AV Multimedia Equipment and Security Systems for the Public Safety Addition/City Hall Renovation

Ayes: 4

Nays: 1 (Grannis) Motion carried.

- G. Approve Purchase of Tables for the VMCC

Councilmember Klein stated he did some additional research on the internet and found a company that offered the equipment at a lower cost.

Mr. Carlson responded that he had not seen the product Councilmember Klein found and was not sure if the quality of the tables was similar to the commercial grade tables that staff received quotes on.

Councilmember Klein asked that staff look into other options to see if the same grade of tables may be offered by another vendor at a better price.

Mr. Carlson indicated that staff would look into other options and bring the information back to the Council at their next regular meeting.

No Action was Taken on this Item.

- N. Consider Purchase of Replacement Fire Duty Officer Vehicle

Councilmember Madden asked if the vehicle purchase was included in the 2010 budget and if not, what fund the money would be taken out of to cover the cost.

Mr. Lynch responded that replacement of the vehicle was discussed during the 2010 budget process but was not a part of the adopted budget. He stated the purchase is proposed to be funded from the Central Equipment Fund.

Chief Thill added that the vehicle is eleven years old with approximately 66,000 miles. She noted the vehicle has responded to an average of 1,000 emergency calls per year since its purchase.

Councilmember Klein opined that replacement of the vehicle was not warranted because it still has relatively low mileage and is still able to successfully respond to emergency calls.

Motion by Madden, second by Piekarski Krech, to approve purchase of replacement fire duty officer vehicle

Ayes: 4

Nays: 1 (Klein) Motion carried.

5. PUBLIC COMMENT:

Ed Gunther, 6671 Concord Boulevard, questioned if proposed improvements to Dawn Way were still included in the phasing of the Concord Boulevard construction project.

Mayor Tourville responded that improvements on Dawn Way have been delayed.

Mr. Thureen responded it was difficult to sort out the cost sharing and staff felt they needed more time.

6. PUBLIC HEARINGS:

- A. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Ordering Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2009 Pavement Management Program, City Project No. 2010-09D – Urban Street Reconstruction Project (South Grove Area 5)

Mr. Kaldunski reviewed the proposed project area and explained the project would involve: roadway reconstruction, curb and gutter removal & replacement, driveway reconstruction, sidewalk removal & replacement, drainage improvements, and water main improvements. He reviewed the additional improvements that are proposed to be done in conjunction with The Oaks townhome association to resolve water main issues, as well as the proposed improvements to Dehrer Court.

Councilmember Klein questioned if the sidewalks along 75th Street would be replaced.

Mr. Kaldunski responded in the affirmative and noted it is more cost effective to replace the sidewalks.

Mr. Kaldunski stated the total estimated project cost is \$4,681,000 with 426 parcels proposed to be assessed a total of \$1,530,892.49. He explained the estimated assessment for street reconstruction is \$3,832.61 per single-family residential parcel. He noted when the assessment for drainage is added the estimated total increases to \$4,120 to \$15,540 per parcel. He stated the estimated street assessment for multi-family homes is estimated at \$1,561.32 per unit and when drainage assessments are added the total increase to \$2,396 to \$4,491 in the Oaks. He explained the commercial property street assessments range from \$1,578.93 to \$64,446.30, and the estimated storm sewer assessments range from \$58.84 to \$2,442.17. He stated the proposed Dehrer Court improvements would be assessed 100% to benefitting properties because it would be a new street improvement project. He noted the proposed assessments were calculated as per City policy.

Mr. Kaldunski reviewed the results of the benefit analysis that was completed by Metzen Appraisals and stated it was determined that an average assessment amount of \$4,000 per single-family residential parcel and \$2,000 per townhome parcel could be sustained in this area of South Grove. He explained the proposed commercial property assessments were determined to be fair and equitable if the amount is less than \$1.00 per square foot. He stated the appraisal opinion indicated that Dehrer Court could be assessed \$6,110.80 for residential properties and \$13,692 for commercial property. He noted if Dehrer Court was not constructed, the residents would be assessed \$4,000 for the street improvements on 75th St. E. He explained if the benefit analysis recommendations were followed the proposed total project assessment would be reduced to \$1,215,055.98. He noted the proposed assessment term would be ten (10) years at a projected interest rate of 5.8%. He suggested that other funding sources, such as the City Pavement Management Fund, Host Community Fund or the Closed Bond Fund could be used to fund the difference between the policy-based estimated assessment amounts and the appraiser's recommendation.

Mr. Kaldunski reviewed the proposed project schedule and stated construction would occur between May and October of this year. He discussed the various neighborhood meetings that were held and provided feedback from residents that were in attendance at each meeting.

Councilmember Klein asked about the current bid climate.

Mr. Kaldunski responded they anticipate receiving favorable bids on the project.

Councilmember Klein asked if the estimated costs were conservative.

Mr. Kaldunski stated a 10% contingency is always built into the numbers.

Councilmember Madden commented on trouble in past projects with the quality of material being put on the surface of the road and asked if those problems have been resolved.

Mr. Kaldunski stated the design mixes have been improved.

Mr. Thureen added this area has a more free-draining sub grade. He stated cracks will still develop over time, but noted the sub grade in this area should be less prone to tenting.

Dean Dally, 7649 Concord Blvd., expressed concern with the proposed assessment for his commercial property. He stated the drainage flows towards Concord and he does not see the benefit to his property.

Jim Knowlton, 7537 Concord Blvd., stated he is opposed to his assessment for the Dehrer Court project because he cannot use the road to access his property. He stated he is already being assessed for the work on Concord Boulevard and will be assessed for the work on 75th Street. He also commented on the

fence he installed to screen his property from that neighborhood. He suggested that the property owners in that area may want to consider hiring an independent contractor to put asphalt down because it may be cheaper than having it done as a part of this project.

Mr. Kaldunski explained that there is a fence that was installed along the East side of the property 25 to 30 years ago as a condition of the use on the property at that time. He clarified that the road is available for Mr. Knowlton's use and there was no condition found to the contrary.

Councilmember Klein commented that Dehrer Court is currently a private road and it may be more cost effective for the property owners to hire a contractor independently. He suggested that the Dehrer Court improvements be bid as an alternate and a Council can make a decision whether or not to proceed after the actual costs are known.

The council discussed bidding the water main improvements in The Oaks neighborhood as an alternate to the project.

Motion by Klein, second by Madden, to close the public hearing.

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Madden, to adopt Resolution No. 10-21 Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2009 Pavement Management Program, City Project No. 2010-09D – Urban Street Reconstruction Project (South Grove Area 5) with the Dehrer Court and The Oaks water main improvements bid as alternates

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider Application of J&J Vogt, Inc. dba Gold Palace Liquor for an Off-Sale Liquor License at premises located at 1330 Mendota Road

Ms. Rheume explained this is an existing establishment in the City and the current owner is selling the business to Mr. Vogt. She stated Mr. Vogt would be taking over operations on March 1, 2010. She stated the police department completed a background check on the applicant and nothing was found that would warrant denial of the license. She noted the applicant submitted the required insurance documentation and paid the necessary license fees.

Councilmember Klein asked if Mr. Vogt owns any other liquor establishments.

Mr. Vogt responded in the negative.

Councilmember Klein confirmed that Mr. Vogt was aware of the new alcohol server training requirements.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Grannis, to approve application of J&J Vogt, Inc. dba Gold Palace Liquor for an Off-Sale Liquor License at 1330 Mendota Road for the period beginning March 1, 2010 and ending December 31, 2010.

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Application of BPL, LLC dba Oasis Market for a 3.2 Off-Sale Liquor License for premises located at 3240 57th St. E.

Ms. Rheume stated the applicant has purchased the Oasis Market service station and noted this location did not previously have a 3.2 liquor license. She explained the applicant would begin operating on March

1, 2010. She stated the police department completed a background check on the applicant and nothing was found that would warrant denial of the license and indicated that the applicant submitted the required insurance documentation and paid the necessary license fees.

Councilmember Piekarski Krech verified that the applicant was informed of and understood the alcohol server training requirements.

Motion by Klein, second by Grannis, to close the public hearing.

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Grannis, to approve application of BPL, LLC dba Oasis Market for a 3.2 Off-Sale Liquor License at 3240 57th St. E. for the period beginning March 1, 2010 and ending December 31, 2010

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. WADE & JESSICA SHORT; Consider Variance to eliminate screening of rooftop mechanical equipment on new commercial building for property located at 9332 Cahill Avenue

Mr. Link explained the applicants are requesting a variance to eliminate the condition related to the screening of rooftop mechanical equipment. He noted the applicants have indicated that the rooftop equipment would not be visible from Cahill Avenue. He stated City Code requires all rooftop mechanical equipment to be screened from public view. He explained both Planning staff and the Planning Commission recommended denial of the variance because property does not have any special conditions that make it unique and the applicant is not being denied reasonable use of his property. He added approval of the variance could establish a precedent for future developments.

Wade Short, 7595 Cahill Court, questioned the intent of the City Code screening requirements.

Mayor Tourville explained that approximately ten years ago it became a building standard across the United States in an effort to make buildings more appealing.

Mr. Short displayed pictures of other commercial properties in the area that do not have rooftop mechanical units fully screened. He noted the buildings are not more than ten years old and clearly have not complied with the screening condition.

A representative of Sheehy Construction explained there are three units that are not visible from any public streets, except Highway 52 and noted that one larger unit was partially visible. He stated that Mr. Short has made an effort to provide screening.

Mr. Link stated he is not aware of any variances being approved for screening in the past and reiterated that the ordinance states rooftop mechanical units have to be screened from public roads.

Councilmember Klein stated there are a lot of buildings that are not in compliance with City Code.

Mr. Link indicated staff would research the examples that were presented by the applicant.

Mayor Tourville suggested sending this back to staff to see if something could be worked out with the applicant.

Motion by Piekarski Krech, second by Klein, to table item until April 12, 2010.

Ayes: 5

Nays: 0 Motion carried.

FINANCE:**B. CITY OF INVER GROVE HEIGHTS;** Approve Carryover of Unused Budget Appropriations and Approve Transfers

Ms. Lanoue stated the general fund ended with a surplus of \$458,059 prior to carryovers and transfers. She explained the Council had determined that a transfer of \$500,000 from the Closed Bond Fund was warranted to prepare for the possible unallotment of Market Value Homestead Credit. She stated the surplus was achieved without making that transfer. She noted the 2009 budget included a transfer of \$504,400 from the Host Community Fund to cover the expected deficit in the Community Center Fund at year end, and the actual transfer of \$385,000 is \$119,400 less than the budgeted amount. She reviewed the proposed carryovers and transfers.

Councilmember Piekarski Krech asked how much the pressure washer is used.

Mr. Thureen stated the wash bay has been disassembled, so this is a smaller washer that would be used frequently.

Councilmember Grannis commented on the decreasing deficit at the Community Center and commended staff on their efforts to improve the operations and efficiency at the facility.

Motion by Klein, second by Grannis, to adopt Resolution No. 10-22 approving the carryover of unused budget appropriations and approving transfers

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:**C. CITY OF INVER GROVE HEIGHTS;** Consider Change Order No. 5 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ms. Teppen stated Change Order No. 5 is comprised of 15 items totaling \$26,835. She noted three credits were included in the change order. She explained change orders are funded from the project contingency which started at \$613,601 and is now at \$412,523 including this change order.

Councilmember Piekarski Krech opined that there are items that should have been anticipated and better dealt with by staff. She commented that the contingency budget is decreasing.

Councilmember Grannis agreed that several items should have been caught and the extra cost could have been avoided.

Motion by Klein, second by Piekarski Krech, to approve Change Order No. 5 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ayes: 5

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements

Mr. Kuntz stated no changes were made since the first reading. He reiterated the amendments would bring City Code into compliance with state statute. He noted a policy change reflected is the increase in trade area expenditures from 20% to 60%.

Mayor Tourville commented that most surrounding communities have a 100% expenditure requirement.

Motion by Piekarski Krech, second by Grannis, to approve second reading of an Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

E. CITY OF INVER GROVE HEIGHTS; Resolution Approving Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Rain Garden Project included in City Project No. 2010-09D

Mr. Thureen explained rain gardens were utilized starting with the 2008 South Grove reconstruction project. He stated the agreement would provide assistance with the inspection of rain gardens during construction and would include neighborhood planting events to educate residents on planting and caring for rain gardens. He stated the program would be funded via the Pavement Management Fund.

Motion by Piekarski Krech, second by Grannis, to adopt Resolution No. 10-23 approving a Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Rain Garden Project include in City Project No. 2010-09D

Ayes: 5

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2010 Improvement Program, City Project No. 2010-12, 59th Street Reconstruction

Mr. Kaldunski presented the feasibility study for 59th Street and stated full-depth street reconstruction is proposed. He explained an informational meeting was held with the neighborhood and residents generally spoke in support of the project. He stated the total project cost is estimated at \$118,443.36. He noted this would be a new street construction project with 100% assessment to benefitting properties. He explained for the street improvements the City would provide a contribution for corner credit relief in accordance with City policy, and the estimated corner contribution of \$52,411 is proposed to be funded from the Pavement Management Fund. He reviewed the proposed project schedule and noted the goal would be to perform the improvements in conjunction with the Concord Boulevard project.

Councilmember Piekarski Krech asked if there is a benefit to the City to perform the improvements.

Mr. Kaldunski stated the improved drainage is a significant benefit to the City.

Mayor Tourville discussed the reconstruction of Concord and the effect of gravel washouts from 59th Street on the new pavement.

Mr. Kaldunski responded there are also cost savings related to performing the improvements in conjunction with the Concord Boulevard project.

Ed Gunther, 6671 Concord Boulevard, asked if the alley would be widened.

Mr. Kaldunski responded in the negative.

Mr. Gunther stated his concern is the corner property that has vehicles in the yard.

Mr. Kaldunski responded that because the width of 59th Street would be increased, the property owner would have room to park vehicles on the boulevard.

Motion by Klein, second by Grannis, to adopt Resolution No. 10-24 receiving feasibility report and scheduling public hearing for the 2010 Improvement Program, City Project No. 2010-12, 59th Street Reconstruction

Ayes: 5

Nays: 0 Motion carried.

G. CITY OF INVER GROVE HEIGHTS; Resolution Authorizing the City of Inver Grove Heights to Enter into Agreement No. 92316 for Railroad Crossing Signals with Mn/DOT and the Union Pacific Railroad Company

Mr. Thureen stated he would like to bring this item back to another meeting because he received new information from Mn/DOT.

No Action was Taken on this Item.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Grannis reminded citizens that appointments to the various commissions would be made in May and also that the filing period would begin in May for those interested in running for Mayor or Council.

Mayor Tourville said they will be meeting in executive session to discuss property acquisition and the only thing they will do when they come back is adjourn.

9. EXECUTIVE SESSION:

A. Discuss Property Acquisition

10. ADJOURN: Motion by Piekarski Krech, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 10:00p.m.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 8, 2010
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of February 18, 2010 to March 3, 2010.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 3, 2010. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$255,101.31
Debt Service & Capital Projects	983,823.23
Enterprise & Internal Service	118,695.17
Escrows	<u>1,714.72</u>
Grand Total for All Funds	<u><u>\$1,359,334.43</u></u>

If you have any questions about any of the disbursements on the list, please call Vickie Gray, Accounting Technician at 651-450-2515 or 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 February 18, 2010 to March 3, 2010 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING MARCH 3, 2010**

WHEREAS, a list of disbursements for the period ending March 3, 2010 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	\$ 255,101.31
Debt Service & Capital Projects	983,823.23
Enterprise & Internal Service	118,695.17
Escrow	<u>1,714.72</u>
Grand Total for All Funds	<u>\$ 1,359,334.43</u>

Adopted by the City Council of Inver Grove Heights this 8th day of March, 2010.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/22/2010	98779	OLD WORLD PIZZA	COUNCIL SESSION	101-1000-413.50-75		2/2010	109.68
						* Total	109.68
02/24/2010	98881	ACE PAINT & HARDWARE	501384/5	101-4200-423.40-40		2/2010	4.25
			501392/5	101-4200-423.40-40		2/2010	33.70
			501488/5	101-5200-443.60-16		2/2010	14.94
						* Total	52.89
02/24/2010	98890	BROTHER MOBILE SOLUTION	5900009832	101-4000-421.60-65		2/2010	200.13
						* Total	200.13
02/24/2010	98898	COORDINATED BUSINESS SY	ARIN024637	101-4200-423.60-10		2/2010	11.76
			CNIN043816	101-4200-423.70-50		2/2010	302.69
						* Total	314.45
02/24/2010	98899	COPY RIGHT	46279	101-4000-421.50-30		2/2010	145.19
			46333	101-4000-421.50-30		2/2010	72.59
						* Total	217.78
02/24/2010	98900	CULLIGAN	acct 157984591006	101-4200-423.60-65		2/2010	5.30
						* Total	5.30
02/24/2010	98901	CULLIGAN	acct 157984591188	101-4200-423.60-65		2/2010	79.70
						* Total	79.70
02/24/2010	98902	DAKOTA CTY FIRE CHIEFS	2009 dues	101-4200-423.50-70		2/2010	75.00
						* Total	75.00
02/24/2010	98903	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		2/2010	1,034.86
						* Total	1,034.86
02/24/2010	98904	DANNER SALES	4165590	101-4200-423.60-65		2/2010	10.68
						* Total	10.68
02/24/2010	98906	EDM PUBLISHERS, INC.	member id 15356851	101-3300-419.50-70		2/2010	89.00
						* Total	89.00
02/24/2010	98909	FIRE EQUIPMENT SPECIALT	6491	101-4200-423.60-40		2/2010	595.65
						* Total	595.65
02/24/2010	98912	FRED PRYOR SEMINARS	attende, frank martin	101-3300-419.50-80		2/2010	149.00
						* Total	149.00
02/24/2010	98913	G & K SERVICES	1182250508	101-5200-443.60-45		2/2010	57.23
			1182250508	101-6000-451.60-45		2/2010	24.83
						* Total	82.06
02/24/2010	98922	HEALTH PARTNERS	march 2010	101-0000-203.07-00		2/2010	88,507.03
			march 2010	101-0000-203.08-00		2/2010	6,681.50
						* Total	95,188.53
02/24/2010	98923	HEALTH PARTNERS	march 2010	101-0000-203.07-00		2/2010	1,647.14
			march 2010	101-0000-203.08-00		2/2010	274.03

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	1,921.17
02/24/2010	98924	HENNING FIRE PROTECTION	561505	101-4000-421.60-65		2/2010	30.00
						* Total	30.00
02/24/2010	98927	HOME DEPOT CREDIT SERVI	acct 6035322502061959	101-5200-443.60-16		2/2010	36.56
						* Total	36.56
02/24/2010	98930	ICC	1180137	101-3300-419.50-80		2/2010	590.00
						* Total	590.00
02/24/2010	98933	JOHNSTON, MARK	food - house fire	101-4200-423.50-75		2/2010	48.21
						* Total	48.21
02/24/2010	98935	JRK SEED & TURF SUPPLY	swoboda/carter	101-6000-451.50-80		2/2010	20.00
						* Total	20.00
02/24/2010	98936	LANGUAGE LINE SERVICES	2392040	101-4000-421.50-20		2/2010	8.31
						* Total	8.31
02/24/2010	98939	LEVANDER, GILLEN & MILL	client 81000E	101-1000-413.30-40		2/2010	240.00
			client 81000E	101-1000-413.30-42		2/2010	10,105.20
			client 81000E	101-3200-419.30-42		2/2010	245.40
			client 81000E	101-3300-419.30-42		2/2010	160.98
			client 92000E	101-4000-421.30-41		2/2010	13,779.44
			client 81000E	101-4000-421.30-42		2/2010	168.00
			client 81000E	101-4200-423.30-42		2/2010	432.00
			client 81000E	101-5000-441.30-42		2/2010	3,855.76
			client 81000E	101-5100-442.30-42		2/2010	432.92
			client 81000E	101-6000-451.30-42		2/2010	92.00
						* Total	29,511.70
02/24/2010	98940	LILLIE SUBURBAN NEWSPAP	acct 1363	101-1000-413.50-25		2/2010	144.38
			acct 1363	101-1000-413.50-25		2/2010	49.60
			acct 1363	101-6000-451.50-25		2/2010	75.60
			acct 1363	101-2000-415.50-25		2/2010	44.63
						* Total	314.21
02/24/2010	98941	LYNCH, JOE	EXPENSE REPORT	101-1000-413.50-75		2/2010	14.40
						* Total	14.40
02/24/2010	98944	MIKE'S SHOE REPAIR, INC	252010	101-4200-423.30-70		2/2010	44.95
						* Total	44.95
02/24/2010	98950	MTI DISTRIBUTING CO	101377899	101-6000-451.50-80		2/2010	650.00
						* Total	650.00
02/24/2010	98951	MUNICI-PALS	membership renewal	101-1100-413.50-70		2/2010	25.00
						* Total	25.00
02/24/2010	98952	NATURE CALLS, INC.	14309	101-6000-451.40-65		2/2010	122.06
						* Total	122.06

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/24/2010	98953	NEAMEYER, DAVID	safety boots	101-3300-419.60-45		2/2010	54.50
						* Total	54.50
02/24/2010	98954	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		2/2010	714.24
						* Total	714.24
02/24/2010	98955	NEXTEL COMMUNICATIONS	acct 249383315099	101-5200-443.50-20		2/2010	242.35
						* Total	242.35
02/24/2010	98956	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		2/2010	37.96
						* Total	37.96
02/24/2010	98958	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		2/2010	655.52
						* Total	655.52
02/24/2010	98960	NOVOPRINT USA, INC.	68905	101-1000-413.50-25		2/2010	1,750.00
						* Total	1,750.00
02/24/2010	98968	RED ROCK HEATING & SHEE	OAKWOOD	101-6000-451.40-40		2/2010	120.00
						* Total	120.00
02/24/2010	98971	S & T OFFICE PRODUCTS	acct S28777	101-2000-415.60-40		2/2010	235.74
			acct S28777	101-2000-415.60-65		2/2010	37.38
			acct S28777	101-4200-423.60-40		2/2010	188.14
			acct S28777	101-5100-442.60-40		2/2010	23.30
			acct S28777	101-5100-442.60-40		2/2010	18.36
			acct S28777	101-3200-419.60-10		2/2010	6.03
			acct S28777	101-3300-419.60-40		2/2010	110.18
			acct S28777	101-3300-419.60-40		2/2010	47.64
			acct S28777	101-1100-413.60-40		2/2010	19.48
			acct S28777	101-1100-413.60-40		2/2010	138.13
			acct S28777	101-1100-413.60-40		2/2010	87.47
			acct S28777	101-5100-442.60-40		2/2010	154.51
			acct S28777	101-2000-415.60-65		2/2010	61.83
			acct S28777	101-1100-413.60-65		2/2010	16.25
			acct S28777	101-1100-413.60-40		2/2010	11.88
						* Total	1,037.28
02/24/2010	98974	SPECIAL OPERATIONS TRAI	22627381 / 22627432	101-4000-421.50-80		2/2010	280.00
						* Total	280.00
02/24/2010	98976	SPRINT	acct 166309819	101-4000-421.50-20		2/2010	399.90
						* Total	399.90
02/24/2010	98978	ST LOUIS PARK, CITY OF	seminar-b. underdahl	101-5200-443.50-80		2/2010	99.00
						* Total	99.00
02/24/2010	98981	STREICHER'S	I710009	101-4000-421.60-18		2/2010	6,035.34
						* Total	6,035.34
02/24/2010	98984	TIMESAVER OFF SITE SECR	FEB 8	101-1100-413.30-70		2/2010	141.00
						* Total	141.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/24/2010	98987	TRI-COUNTY LAW ENFORCEM	membership	101-4000-421.50-70		2/2010	50.00
						* Total	50.00
02/24/2010	98988	TWIN CITIES OCCUPATIONA	101633699	101-1100-413.30-50		2/2010	357.00
						* Total	357.00
02/24/2010	98989	U OF M - CCE REGISTRATI	attende; joe merchak	101-3300-419.50-80		2/2010	450.00
						* Total	450.00
02/24/2010	98990	ULTRA-CHEM, INC.	acct v3709a	101-6000-451.60-11		2/2010	178.56
						* Total	178.56
02/24/2010	98991	UNIFORMS UNLIMITED	22668	101-4000-421.60-45		2/2010	1,080.54
						* Total	1,080.54
02/24/2010	98997	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		2/2010	41.30
						* Total	41.30
02/25/2010	99000	MN CHIEFS OF POLICE ASS	REGISTRATION	101-4000-421.50-80		2/2010	935.00
						* Total	935.00
02/26/2010	99002	HEALTH PARTNERS	adjustment	101-0000-203.07-00		2/2010	155.91
						* Total	155.91
03/03/2010	99004	ACE PAINT & HARDWARE	501267	101-4200-423.60-40		2/2010	19.22
			501567	101-6000-451.40-40		3/2010	46.52
						* Total	65.74
03/03/2010	99005	AFSCME COUNCIL 5	2/6 - 2/18	101-0000-203.10-00		2/2010	810.10
						* Total	810.10
03/03/2010	99006	ALL STEEL PRODUCTS CO I	replacement check	101-5200-443.40-47		3/2010	587.81
						* Total	587.81
03/03/2010	99012	BERGUM, ERIC	EXPENSE REPORT	101-4200-423.50-65		2/2010	20.00
						* Total	20.00
03/03/2010	99014	BRINKMAN, AMY	retirement gift	101-5000-441.60-65		3/2010	80.45
						* Total	80.45
03/03/2010	99022	DAKOTA CTY PROPERTY REC	november 2009	101-2000-415.30-70		3/2010	5.76
			november 2009	101-4000-421.30-70		3/2010	5.52
			november 2009	101-5100-442.30-70		3/2010	47.44
						* Total	58.72
03/03/2010	99024	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		3/2010	29.33
						* Total	29.33
03/03/2010	99031	EMBROIDME.COM	5452	101-6000-451.60-45		3/2010	647.20
						* Total	647.20
03/03/2010	99039	FRAMING PLACE & GALLERY	15906	101-6000-451.50-30		3/2010	29.93
						* Total	29.93

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/03/2010	99041	G & K SERVICES	acct 0574947	101-5200-443.60-45		3/2010	21.54
			acct 0574947	101-6000-451.60-45		3/2010	60.52
						* Total	82.06
03/03/2010	99042	G & K SERVICES	acct 1082121	101-6000-451.60-45		3/2010	37.99
						* Total	37.99
03/03/2010	99047	HANCE LOCATING & SERVIC	150	101-6000-451.30-70		3/2010	160.00
						* Total	160.00
03/03/2010	99048	HAWK LABELING SYSTEMS	176557	101-4200-423.60-65		2/2010	80.69
						* Total	80.69
03/03/2010	99051	HENNING FIRE PROTECTION	561512	101-4000-421.60-65		2/2010	15.00
						* Total	15.00
03/03/2010	99053	IAFC MEMBERSHIP	member judy smith thill	101-4200-423.50-70		3/2010	254.00
						* Total	254.00
03/03/2010	99054	IKON OFFICE SOLUTIONS	acct 1452531017392	101-6000-451.40-65		3/2010	29.28
						* Total	29.28
03/03/2010	99055	INFINITY WIRELESS	27221	101-4200-423.40-42		2/2010	105.00
						* Total	105.00
03/03/2010	99057	INVER GROVE FORD	FEB RENTAL	101-4000-421.70-30		3/2010	266.88
						* Total	266.88
03/03/2010	99058	INVER GROVE STORAGE	application fee	101-0000-341.30-00		3/2010	500.00
						* Total	500.00
03/03/2010	99059	INVER HILLS COMMUNITY C	1035	101-4200-423.30-70		3/2010	195.00
						* Total	195.00
03/03/2010	99060	INVERCITY PRINTING INC	10017	101-3300-419.50-30		2/2010	385.50
			10033	101-1100-413.50-30		3/2010	144.50
						* Total	530.00
03/03/2010	99066	LOCAL GOVERNMENT INFORM	31757	101-4000-421.70-30		2/2010	3,830.00
						* Total	3,830.00
03/03/2010	99073	METRO CHIEF FIRE OFFICE	member judy thill	101-4200-423.50-70		3/2010	100.00
						* Total	100.00
03/03/2010	99074	MINNEAPOLIS OXYGEN CO.	972203	101-4200-423.40-42		3/2010	88.06
						* Total	88.06
03/03/2010	99075	MN CONWAY FIRE & SAFETY	389814	101-4200-423.40-42		2/2010	97.13
						* Total	97.13
03/03/2010	99077	MN DNR	gun club lake	101-6000-451.50-70		3/2010	35.00
						* Total	35.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/03/2010	99078	MN EROSION CONTROL ASSO	REGISTRATION	101-5100-442.50-80		3/2010	760.00
						* Total	760.00
03/03/2010	99079	MN FIRE SERVICE CERT BO	223	101-4200-423.50-70		2/2010	70.00
						* Total	70.00
03/03/2010	99080	MN GLOVE & SAFETY, INC.	238698	101-6000-451.60-45		3/2010	42.11
						* Total	42.11
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	101-0000-203.09-00		3/2010	1,872.22
			policy 27324	101-1100-413.20-62		3/2010	67.14
			policy 27324	101-2000-415.20-62		3/2010	96.63
			policy 27324	101-3000-419.20-62		3/2010	39.41
			policy 27324	101-3200-419.20-62		3/2010	30.53
			policy 27324	101-3300-419.20-62		3/2010	58.51
			policy 27324	101-4000-421.20-62		3/2010	486.79
			policy 27324	101-4200-423.20-62		3/2010	41.08
			policy 27324	101-5000-441.20-62		3/2010	23.36
			policy 27324	101-5100-442.20-62		3/2010	102.87
			policy 27324	101-5200-443.20-62		3/2010	74.26
			policy 27324	101-6000-451.20-62		3/2010	94.29
						* Total	2,987.09
03/03/2010	99084	MN NCPERS LIFE INSURANC	MARCH 2010	101-0000-203.16-00		3/2010	400.00
						* Total	400.00
03/03/2010	99085	MOORE MEDICAL LLC	81228314	101-4200-423.60-65		2/2010	490.24
			81230158	101-4200-423.60-18		3/2010	562.78
						* Total	1,053.02
03/03/2010	99087	MSTMA	borwardt/swoboda/carter	101-6000-451.50-80		3/2010	120.00
						* Total	120.00
03/03/2010	99089	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		3/2010	261.02
						* Total	261.02
03/03/2010	99090	NEXTEL COMMUNICATIONS	acct 266183728	101-4200-423.50-20		2/2010	486.46
						* Total	486.46
03/03/2010	99091	OTIS, JOSHUA M	battery covers	101-4000-421.60-65		2/2010	6.54
						* Total	6.54
03/03/2010	99096	QWEST	acct 6515520672	101-6000-451.50-20		3/2010	41.55
						* Total	41.55
03/03/2010	99097	QWEST	acct 6514530219	101-6000-451.50-20		3/2010	41.51
						* Total	41.51
03/03/2010	99101	SAM'S CLUB	acct 7715090401334891	101-4200-423.40-40		3/2010	41.29
			acct 7715090401334891	101-4200-423.40-42		3/2010	118.79
			acct 7715090401334891	101-4200-423.60-65		3/2010	86.10
						* Total	246.18

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/03/2010	99104	SHERWIN-WILLIAMS	23084	101-6000-451.40-40		3/2010	179.08
						* Total	179.08
03/03/2010	99105	SOUTH RIVER HEATING & C	1014702	101-4200-423.40-40		2/2010	255.00
						* Total	255.00
03/03/2010	99106	SPRINT	acct 641378810027	101-4200-423.50-20		2/2010	39.99
						* Total	39.99
03/03/2010	99108	STRAIGHT RIVER MEDIA	1233	101-1100-413.50-32		3/2010	900.00
						* Total	900.00
03/03/2010	99109	TAB PRODUCTS CO. LLC	1891842	101-4000-421.60-40		3/2010	1,075.02
						* Total	1,075.02
03/03/2010	99111	TDS METROCOM	acct 6515540132	101-4000-421.50-20		3/2010	130.27
			acct 6515540132	101-4200-423.50-20		3/2010	155.99
			acct 6515540132	101-6000-451.50-20		3/2010	34.84
						* Total	321.10
03/03/2010	99112	TEPPEN, JENELLE	mileage/parking	101-1100-413.50-65		3/2010	59.50
			beverages/council	101-1100-413.50-75		3/2010	16.04
						* Total	75.54
03/03/2010	99113	TERRI KENISON	FEB 2010	101-4200-423.30-70		3/2010	910.52
						* Total	910.52
03/03/2010	99116	TIMESAVER OFF SITE SECR	FEB 22	101-1100-413.30-70		3/2010	228.00
						* Total	228.00
03/03/2010	99117	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-5200-443.60-45		2/2010	154.95
			acct 6035301200183679	101-6000-451.60-16		2/2010	18.69
			acct 6035301200183679	101-6000-451.60-40		2/2010	21.40
						* Total	195.04
03/03/2010	99118	UNITED WAY	2/6 - 2/19	101-0000-203.13-00		2/2010	178.00
						* Total	178.00
03/03/2010	99120	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		2/2010	15.68
						* Total	15.68
03/03/2010	99124	WAL-MART BUSINESS	acct 6032202590950615	101-4000-421.60-65		3/2010	44.52
						* Total	44.52
03/03/2010	99127	WEGNER, CHRISTOPHER	vest	101-4000-421.60-45		2/2010	573.49
						* Total	573.49
03/03/2010	99128	WHAT WORKS INC	IGH10-01	101-1100-413.30-70		3/2010	1,750.00
						* Total	1,750.00
03/03/2010	99129	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		3/2010	1,051.81
			acct 5147791673	101-6000-451.40-20		3/2010	1,688.00
						* Total	2,739.81

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03/03/2010	99130	XCEL ENERGY	acct 5193897235	101-5400-445.40-20		3/2010	559.28
						* Total	559.28
03/03/2010	99131	XCEL ENERGY	acct 5193598573	101-5400-445.40-20		3/2010	406.80
						* Total	406.80
03/03/2010	99132	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		3/2010	31.69
						* Total	31.69
03/03/2010	99133	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		3/2010	31.18
						* Total	31.18
03/03/2010	99135	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		3/2010	32.64
						* Total	32.64
03/03/2010	99137	ZOYA, KENT	emt refresher class	101-4200-423.50-80		3/2010	195.00
						* Total	195.00
03/03/2010	99138	10,000 LAKES CHAPTER	membership renewal	101-3300-419.50-70		2/2010	150.00
						* Total	150.00
03/03/2010	99139	10,000 LAKES CHAPTER	attendee; frank martin	101-3300-419.50-80		2/2010	210.00
						* Total	210.00
				113 Checks	** Fund Total		172,704.91
03/03/2010	99011	BENGTSON, NICOLE	mileage	201-1600-465.50-65		3/2010	60.45
			meals	201-1600-465.50-75		3/2010	32.36
			post office	201-1600-465.60-65		3/2010	29.98
						* Total	122.79
03/03/2010	99034	ENSEMBLE CREATIVE & MAR	cable advertising	201-1600-465.50-25		3/2010	2,955.36
						* Total	2,955.36
03/03/2010	99036	EXPLORE MINNESOTA TOURI	annual contribution	201-1600-465.50-70		3/2010	125.00
						* Total	125.00
03/03/2010	99099	RIVER HEIGHTS CHAMBER O	28088	201-1600-465.30-70		3/2010	1,592.50
			28088	201-1600-465.40-65		3/2010	200.00
						* Total	1,792.50
				4 Checks	** Fund Total		4,995.65
02/24/2010	98907	EHLERS AND ASSOCIATES,	341030	408-5900-708.30-15		2/2010	3,315.00
						* Total	3,315.00
				1 Checks	** Fund Total		3,315.00
03/03/2010	99021	DAKOTA CTY PARKS DEPT	parks rr crossing	421-5912-721.30-70	0112	3/2010	3,523.79
						* Total	3,523.79
				1 Checks	** Fund Total		3,523.79

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02/24/2010	98939	LEVANDER, GILLEN & MILL	client 81000E	423-5903-723.30-42	0303	2/2010	388.50
						* Total	388.50
				1 Checks	** Fund Total		388.50
02/24/2010	98888	BONESTROO, ROSENE, ANDE	175447	425-5907-725.80-30	0507	2/2010	2,400.00
						* Total	2,400.00
02/24/2010	98939	LEVANDER, GILLEN & MILL	client 81000E	425-5906-725.30-42	0506	2/2010	40.50
			client 81000E	425-5922-725.30-42	0522	2/2010	67.50
						* Total	108.00
				2 Checks	** Fund Total		2,508.00
02/24/2010	98939	LEVANDER, GILLEN & MILL	client 81000E	428-5910-728.30-42	0810	2/2010	68.00
						* Total	68.00
03/03/2010	99056	INSPEC INC	2113791	428-5918-728.70-60	0818	3/2010	3,601.40
						* Total	3,601.40
03/03/2010	99063	KRECH, O'BRIEN, MUELLER	81530116195	428-5918-728.30-70	0818	3/2010	8,047.40
						* Total	8,047.40
03/03/2010	99071	MCGHIE BETTS, INC	19522	428-5918-728.70-60	0818	3/2010	871.00
			19523	428-5918-728.70-60	0818	3/2010	1,045.50
						* Total	1,916.50
03/03/2010	99103	SHAW-LUNDQUIST ASSOCIAT	city hall renovation	428-5918-728.80-20	0818	3/2010	931,464.55
						* Total	931,464.55
				5 Checks	** Fund Total		945,097.85
02/24/2010	98939	LEVANDER, GILLEN & MILL	client 81000E	429-5929-729.30-42	0929	2/2010	496.45
						* Total	496.45
02/24/2010	98969	REED BUSINESS INFORMATI	acct 821155	429-5924-729.30-70	0924	2/2010	600.24
						* Total	600.24
02/24/2010	98973	SHORT ELLIOTT HENDRICKS	227386	429-5924-729.30-70	0924	2/2010	956.68
						* Total	956.68
				3 Checks	** Fund Total		2,053.37
02/24/2010	98899	COPY RIGHT	46164	440-5900-740.50-30	1009D	2/2010	761.12
						* Total	761.12
02/24/2010	98939	LEVANDER, GILLEN & MILL	client 81000E	440-5900-740.30-42	1009D	2/2010	358.20
						* Total	358.20
03/03/2010	99008	ARCON CONSTRUCTION CO I	south grove	440-5900-740.80-30	0909D	3/2010	25,656.90
						* Total	25,656.90
				3 Checks	** Fund Total		26,776.22

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/24/2010	98939	LEVANDER, GILLEN & MILL	client 81000E	446-5915-746.30-42	0315	2/2010	160.50
						* Total	160.50
				1 Checks	** Fund Total		160.50
02/24/2010	98881	ACE PAINT & HARDWARE	501366/5	501-7100-512.60-16		2/2010	32.02
			501378/5	501-7100-512.60-16		2/2010	10.67
						* Total	42.69
02/24/2010	98913	G & K SERVICES	1182250508	501-7100-512.60-45		2/2010	4.93
						* Total	4.93
02/24/2010	98918	HACH COMPANY	6592718	501-7100-512.60-19		2/2010	2,306.50
						* Total	2,306.50
02/24/2010	98920	HAWKINS INC	3093242	501-7100-512.60-19		2/2010	6,294.69
						* Total	6,294.69
02/24/2010	98928	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		2/2010	137.41
						* Total	137.41
02/24/2010	98971	S & T OFFICE PRODUCTS	acct S28777	501-7100-512.60-16		2/2010	330.05
						* Total	330.05
02/24/2010	98975	SPRINT	acct 842483314	501-7100-512.50-20		2/2010	276.29
						* Total	276.29
02/24/2010	98979	STATE OF MN-DEPT OF PUB	erc id 190710047-water	501-7100-512.30-70		2/2010	100.00
						* Total	100.00
02/24/2010	98980	STATE OF MN-DEPT OF PUB	erc id 190710049-water	501-7100-512.30-70		2/2010	25.00
						* Total	25.00
02/24/2010	98992	VALLEY-RICH CO, INC	15196	501-7100-512.40-46		2/2010	7,562.28
						* Total	7,562.28
03/03/2010	99004	ACE PAINT & HARDWARE	501423	501-7100-512.60-16		3/2010	15.25
			501503	501-7100-512.60-16		3/2010	21.87
			501554	501-7100-512.60-16		3/2010	17.09
			501562	501-7100-512.60-16		3/2010	10.67
						* Total	64.88
03/03/2010	99009	AUTOMATIC SYSTEMS CO	22472S	501-7100-512.40-42		3/2010	572.30
						* Total	572.30
03/03/2010	99023	DAKOTA CTY PROPERTY REC	PID203680003000	501-7100-512.70-60		3/2010	4.30
						* Total	4.30
03/03/2010	99026	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		3/2010	11.13
						* Total	11.13
03/03/2010	99041	G & K SERVICES	acct 0574947	501-7100-512.60-45		3/2010	4.93
						* Total	4.93

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/03/2010	99044	GOPHER STATE ONE-CALL	0020588	501-7100-512.30-70		3/2010	118.90
						* Total	118.90
03/03/2010	99049	HAWKINS, INC.	3094126	501-7100-512.60-19		3/2010	1,065.30
						* Total	1,065.30
03/03/2010	99050	HD SUPPLY WATERWORKS LT	92739	501-7100-512.40-43		3/2010	187.74
						* Total	187.74
03/03/2010	99076	MN DEPT OF HEALTH	1st qtr 2010	501-0000-381.10-00		2/2010	11,659.00
						* Total	11,659.00
03/03/2010	99080	MN GLOVE & SAFETY, INC.	238882	501-7100-512.60-65		3/2010	104.75
						* Total	104.75
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	501-7100-512.20-62		3/2010	56.13
						* Total	56.13
03/03/2010	99111	TDS METROCOM	acct 6515540132	501-7100-512.50-20		3/2010	211.24
						* Total	211.24
03/03/2010	99114	TGO TECHNOLOGIES INC	1501	501-7100-512.60-16		3/2010	2,084.00
						* Total	2,084.00
03/03/2010	99121	VALLEY-RICH CO, INC	15253	501-7100-512.40-46		3/2010	2,808.00
						* Total	2,808.00
03/03/2010	99126	WATER CONSERVATION SERV	1721	501-7100-512.30-70		3/2010	572.50
						* Total	572.50
				25 Checks	** Fund Total		36,604.94
02/24/2010	98889	BROOKDALE SR LIVING SIT	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2010	30.44
						* Total	30.44
02/24/2010	98891	CANNON ELECTRIC MOTOR	28397	502-7200-514.40-42		2/2010	25.00
						* Total	25.00
02/24/2010	98913	G & K SERVICES	1182250508	502-7200-514.60-45		2/2010	2.12
						* Total	2.12
02/24/2010	98945	MN GLOVE & SAFETY, INC.	238279	502-7200-514.60-16		2/2010	830.04
						* Total	830.04
02/24/2010	98946	MN POLLUTION CONTROL AG	karl ebensteiner	502-7200-514.50-80		2/2010	23.00
						* Total	23.00
02/24/2010	98986	TOTAL CONSTRUCTION & EQ	46710	502-7200-514.40-42		2/2010	182.54
						* Total	182.54
03/03/2010	99027	DCA TITLE	3398 68th ct-inver grove	502-0000-116.00-00		3/2010	59.49
						* Total	59.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/03/2010	99041	G & K SERVICES	acct 0574947	502-7200-514.60-45		3/2010	2.12
						* Total	2.12
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	502-7200-514.20-62		3/2010	36.45
						* Total	36.45
03/03/2010	99122	VIKING INDUSTRIAL CENTE	245189	502-7200-514.60-16		3/2010	1,144.08
						* Total	1,144.08
				10 Checks	** Fund Total		2,335.28
02/24/2010	98881	ACE PAINT & HARDWARE	501357	503-8600-527.60-40		2/2010	8.00
						* Total	8.00
02/24/2010	98886	ASPEN EQUIPMENT	10065815	503-8600-527.40-42		2/2010	59.87
						* Total	59.87
02/24/2010	98893	CHECKPOINT SYSTEMS INC	229130	503-8500-526.50-55		2/2010	416.81
						* Total	416.81
02/24/2010	98905	EASY PICKER GOLF PRODUC	13454	503-8100-522.40-42		2/2010	1,024.48
						* Total	1,024.48
02/24/2010	98911	FOOTJOY	acct 83632243062177	503-8200-523.76-20		2/2010	224.69
			acct 83632243062177	503-8200-523.76-20		2/2010	126.10
						* Total	350.79
02/24/2010	98914	G & K SERVICES	acct 0157401	503-8600-527.60-45		2/2010	65.02
			acct 0157401	503-8600-527.60-45		2/2010	68.37
						* Total	133.39
02/24/2010	98915	GARELICK STEEL CO., INC	166586	503-8600-527.40-42		2/2010	112.21
						* Total	112.21
02/24/2010	98943	MENARDS - WEST ST. PAUL	acct 30170265	503-8600-527.40-42		2/2010	138.91
			15111	503-8600-527.60-20		2/2010	23.80
						* Total	162.71
02/24/2010	98959	NIKE USA, INC.	925305304	503-8200-523.76-25		2/2010	641.72
						* Total	641.72
02/24/2010	98972	SDI	acct inv110	503-8200-523.76-20		2/2010	720.04
						* Total	720.04
02/24/2010	98983	TDS METROCOM	acct 6514573667	503-8500-526.50-20		2/2010	248.28
						* Total	248.28
02/24/2010	98985	TOLL GAS & WELDING SUPP	acct c1376	503-8600-527.60-45		2/2010	52.91
						* Total	52.91
02/24/2010	98996	WITTEK	acct 123575	503-8100-522.60-20		2/2010	171.11
						* Total	171.11

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/03/2010	99019	CHECKPOINT SYSTEMS INC	438925	503-8500-526.40-40		3/2010	1,271.81
						* Total	1,271.81
03/03/2010	99025	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		3/2010	223.79
						* Total	223.79
03/03/2010	99028	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		3/2010	85.00
						* Total	85.00
03/03/2010	99029	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		3/2010	85.00
						* Total	85.00
03/03/2010	99030	DON PIEHL	158360	503-8600-527.60-40		3/2010	23.31
						* Total	23.31
03/03/2010	99040	FRONTIER AG & TURF	acct inver003	503-8600-527.40-42		3/2010	577.21
						* Total	577.21
03/03/2010	99041	G & K SERVICES	1182261903	503-8600-527.60-45		3/2010	65.02
			1182273221	503-8600-527.60-45		3/2010	71.14
						* Total	136.16
03/03/2010	99072	MENARDS - WEST ST. PAUL	acct 30170265	503-8600-527.60-20		3/2010	45.95
			acct 30170265	503-8600-527.60-12		3/2010	87.86
			acct 30170265	503-8600-527.60-20		3/2010	77.51
						* Total	211.32
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	503-8000-521.20-62		3/2010	10.92
			policy 27324	503-8500-526.20-62		3/2010	16.65
			policy 27324	503-8600-527.20-62		3/2010	43.30
						* Total	70.87
03/03/2010	99102	SDI	400868	503-8200-523.76-20		3/2010	388.04
						* Total	388.04
03/03/2010	99119	US FOODSERVICE	805517	503-8300-524.60-65		3/2010	49.59
						* Total	49.59
				24 Checks	** Fund Total		7,224.42
02/24/2010	98885	ANGELO'S ITALIAN RESTAU	food	504-6100-452.60-09	R30600	2/2010	357.80
						* Total	357.80
02/24/2010	98894	CHURCH OF ST AUGUSTINE	overpmt league fees	504-0000-207.03-00		2/2010	2.00
			overpmt league fees	504-0000-347.00-00	R50100	2/2010	28.00
						* Total	30.00
02/24/2010	98931	IKON OFFICE SOLUTIONS	acct 3281870	504-6100-452.40-44	R90100	2/2010	396.90
						* Total	396.90
02/24/2010	98934	JPS ENTERTAINMENT	father/daughter dance	504-6100-452.30-70	R30600	2/2010	175.00
						* Total	175.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/24/2010	98942	MAYER ARTS INC	dance ballet class	504-6100-452.30-70	R20920	2/2010 * Total	1,379.00 1,379.00
02/24/2010	98947	MOLAND, SHELLY & MATT	class canceled	504-0000-347.00-00	R40900	2/2010 * Total	50.00 50.00
02/24/2010	98957	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	2/2010 * Total	85.30 85.30
02/24/2010	98962	ORIENTAL TRADING COMPAN	63643987901	504-6100-452.60-09	R30600	2/2010 * Total	82.93 82.93
02/24/2010	98964	PATTAY, RICHARD	dog sledding class	504-6100-452.50-70	R20100	2/2010 * Total	200.00 200.00
02/24/2010	98995	WINSOR, LAUREL	cancelled	504-0000-227.10-00		2/2010 * Total	30.00 30.00
03/03/2010	99037	FIRST IMPRESSION GROUP,	41125-20	504-6100-452.50-35	R90100	3/2010 * Total	1,077.50 1,077.50
03/03/2010	99054	IKON OFFICE SOLUTIONS	acct 1452531017392	504-6100-452.40-65	R90100	3/2010 * Total	263.56 263.56
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	504-6100-452.20-62	R90100	3/2010 * Total	61.31 61.31
03/03/2010	99098	REINEKE, TONYA	class canceled	504-0000-347.00-00	R31000	3/2010 * Total	30.00 30.00
03/03/2010	99110	TARGET BANK	acct 9370	504-6100-452.60-09	R30600	3/2010 * Total	16.64 16.64
				15 Checks	** Fund Total		4,235.94
02/24/2010	98880	ABRAHAMSON, TAMMY	birthday supplies	505-6200-453.76-05	C16000	2/2010 * Total	25.00 25.00
02/24/2010	98881	ACE PAINT & HARDWARE	501279	505-6200-453.60-16	C21000	2/2010	14.94
			501359	505-6200-453.60-16	C21000	2/2010	46.42
			501381	505-6200-453.60-16	C21000	2/2010	7.84
			501403	505-6200-453.60-16	C25000	2/2010	5.09
			501441	505-6200-453.60-16	C25000	2/2010	7.47
						* Total	81.76
02/24/2010	98883	ADOLPH KIEFER & ASSOCIA	I1596804	505-6200-453.60-65	C51000	2/2010 * Total	334.87 334.87
02/24/2010	98887	ATM NETWORK, INC.	47599	505-6200-453.60-40	C10000	2/2010 * Total	736.25 736.25
02/24/2010	98896	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	2/2010 * Total	74.95 74.95

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/24/2010	98897	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	2/2010	178.88
						* Total	178.88
02/24/2010	98910	FITNESS FIRST	79522A	505-6200-453.60-40	C70000	2/2010	769.05
						* Total	769.05
02/24/2010	98916	GARTNER REFRIGERATION &	33967	505-6200-453.40-40	C21000	2/2010	304.00
						* Total	304.00
02/24/2010	98917	GRAINGER	acct 806460150	505-6200-453.60-16	C25000	2/2010	24.08-
			acct 806460150	505-6200-453.60-16	C25000	2/2010	114.81
			acct 806460150	505-6200-453.60-16	C25000	2/2010	503.06
			acct 806460150	505-6200-453.60-16	C25000	2/2010	295.31
			acct 806460150	505-6200-453.60-16	C25000	2/2010	114.81-
			acct 806460150	505-6200-453.60-16	C21000	2/2010	249.82
			acct 806460150	505-6200-453.76-65	C21500	2/2010	48.98
			acct 806460150	505-6200-453.60-16	C21000	2/2010	52.24
			acct 806460150	505-6200-453.60-16	C21000	2/2010	14.19
			acct 806460150	505-6200-453.60-16	C21000	2/2010	130.60
			acct 806460150	505-6200-453.60-16	C21000	2/2010	313.44
						* Total	1,583.56
02/24/2010	98921	HAWKINS, INC.	3094221	505-6200-453.60-15	C25000	2/2010	2,014.40
						* Total	2,014.40
02/24/2010	98925	HILLYARD INC	6190567	505-6200-453.60-11	C25000	2/2010	787.51
			6204190	505-6200-453.60-11	C25000	2/2010	468.06
			6206866	505-6200-453.60-11	C25000	2/2010	465.86
			6206867	505-6200-453.60-11	C21000	2/2010	364.10
			7299342	505-6200-453.60-11	C21000	2/2010	32.63
			7300272	505-6200-453.40-42	C21000	2/2010	795.79
						* Total	2,913.95
02/24/2010	98926	HOME DEPOT CREDIT SERVI	acct 6035322017128343	505-6200-453.60-11	C25000	2/2010	88.95
						* Total	88.95
02/24/2010	98929	HUEBSCH SERVICES	2495709	505-6200-453.40-40	C25000	2/2010	105.57
						* Total	105.57
02/24/2010	98931	IKON OFFICE SOLUTIONS	acct 3281870	505-6200-453.40-44	C10000	2/2010	926.10
						* Total	926.10
02/24/2010	98932	JOHNSON CONTROLS	1327593520	505-6200-453.40-40	C25000	2/2010	2,898.17
						* Total	2,898.17
02/24/2010	98949	MSHSL - REGION 3AA	4a qtr final	505-0000-352.22-00	C17500	2/2010	253.00
						* Total	253.00
02/24/2010	98956	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	2/2010	377.64
						* Total	377.64
02/24/2010	98961	OFFICEMAX INC	acct 687054	505-6200-453.60-40	C10000	2/2010	30.10
						* Total	30.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/24/2010	98963	OXYGEN SERVICE COMPANY,	acct 09684	505-6200-453.60-65	C16000	2/2010	12.59
						* Total	12.59
02/24/2010	98966	PRECISION DYNAMICS CORP	acct 162898	505-6200-453.60-65	C50000	2/2010	183.93
						* Total	183.93
02/24/2010	98967	R & R SPECIALTIES OF WI	0044606	505-6200-453.40-42	C21000	2/2010	50.00
						* Total	50.00
02/24/2010	98977	SPRUNG SERVICES	58363	505-6200-453.40-40	C25000	2/2010	630.50
						* Total	630.50
02/24/2010	98982	SUPERMEDIA LLC	acct 390001924527	505-6200-453.50-25	C91000	2/2010	87.00
						* Total	87.00
02/24/2010	98998	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C25000	2/2010	23,011.91
			acct 5168679487	505-6200-453.40-20	C25000	2/2010	24,109.88
						* Total	47,121.79
03/03/2010	99018	CHAMPIONSHIP PRODUCTS	7715	505-6200-453.60-45	C50000	3/2010	250.20
						* Total	250.20
03/03/2010	99020	CRARY, AMY	milege	505-6200-453.50-65	C70000	3/2010	6.00
			seminar	505-6200-453.50-80	C70000	3/2010	100.00
			class materials	505-6200-453.60-18	C70000	3/2010	30.00
			yoga blocks/bp cuff	505-6200-453.60-40	C70000	3/2010	221.58
						* Total	357.58
03/03/2010	99037	FIRST IMPRESSION GROUP,	41125-20	505-6200-453.50-35	C95000	3/2010	1,077.50
						* Total	1,077.50
03/03/2010	99045	GRAINGER	9180388010	505-6200-453.60-16	C21000	3/2010	156.72
						* Total	156.72
03/03/2010	99054	IKON OFFICE SOLUTIONS	acct 1452531017392	505-6200-453.40-65	C10000	3/2010	439.26
						* Total	439.26
03/03/2010	99064	LAKEVILLE NORTH BANTAM	ice cancelation	505-0000-352.22-00	C17500	3/2010	190.00
						* Total	190.00
03/03/2010	99068	LONE OAK GRAPHICS INC	23641	505-6200-453.60-65	C10000	3/2010	23.51
						* Total	23.51
03/03/2010	99070	MAXIMUM SOLUTIONS	10223	505-6200-453.60-65	C10100	3/2010	733.26
						* Total	733.26
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	505-6200-453.20-62	C70000	3/2010	124.21
						* Total	124.21
03/03/2010	99086	MSHSL REGION 3AA	girls hockey semi finals	505-0000-352.22-00	C17500	3/2010	5,013.50
						* Total	5,013.50
03/03/2010	99095	PUSH PEDAL PULL	21845	505-6200-453.40-42	C70000	3/2010	15.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/03/2010	99095	PUSH PEDAL PULL	21847	505-6200-453.40-42	C70000	3/2010	705.00
						* Total	720.00
03/03/2010	99100	ROACH, RICK	mileage	505-6200-453.50-65	C25000	3/2010	15.50
						* Total	15.50
03/03/2010	99110	TARGET BANK	acct 9370	505-6200-453.76-05	C16000	3/2010	23.94
			acct 9370	505-6200-453.76-20	C10100	3/2010	9.99
						* Total	33.93
03/03/2010	99111	TDS METROCOM	acct 6515540132	505-6200-453.50-20	C10000	3/2010	106.72
						* Total	106.72
03/03/2010	99123	W W GOETSCH ASSOC INC	82780	505-6200-453.40-40	C25000	3/2010	2,140.91
						* Total	2,140.91
				39 Checks	** Fund Total		73,164.81
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	602-2100-415.20-62		3/2010	2.14
						* Total	2.14
				1 Checks	** Fund Total		2.14
02/24/2010	98884	ADVANCED TECHNOLOGY SYS	53800	603-5300-444.60-10		2/2010	104.21
						* Total	104.21
02/24/2010	98892	CARQUEST OF ROSEMOUNT	1596119580	603-0000-145.50-00		2/2010	78.83
			1596119709	603-0000-145.50-00		2/2010	39.33
			1596119836	603-0000-145.50-00		2/2010	77.91
			1596119836	603-5300-444.40-41		2/2010	19.21
						* Total	136.62
02/24/2010	98895	CLAREY'S SAFETY EQUIPME	130756	603-5300-444.60-40		2/2010	4,426.46
						* Total	4,426.46
02/24/2010	98908	EMERGENCY APPARATUS MAI	48824	603-5300-444.40-41		2/2010	4,251.16
						* Total	4,251.16
02/24/2010	98913	G & K SERVICES	1182250508	603-5300-444.40-65		2/2010	60.07
			1182250508	603-5300-444.60-45		2/2010	23.61
						* Total	83.68
02/24/2010	98919	HARMON AUTOGLASS - ROSE	10450387	603-5300-444.40-41		2/2010	278.06
						* Total	278.06
02/24/2010	98927	HOME DEPOT CREDIT SERVI	acct 6035322502061959	603-5300-444.60-40		2/2010	80.78
						* Total	80.78
02/24/2010	98948	MOTOR INFORMATION SYSTE	cust 6514502557	603-5300-444.40-42		2/2010	1,500.00
						* Total	1,500.00
02/24/2010	98955	NEXTEL COMMUNICATIONS	acct 249383315099	603-5300-444.50-20		2/2010	64.17
						* Total	64.17

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/24/2010	98994	WESTERN PETROLEUM COMPA	0175302	603-0000-145.50-00		2/2010	998.58
						* Total	998.58
02/24/2010	98999	YOCUM OIL COMPANY, INC.	971363	603-0000-145.60-00		2/2010	13,638.75
			971397	603-0000-145.60-00		2/2010	2,451.81
						* Total	16,090.56
03/03/2010	99007	AMERICAN TEST CENTER	2100181	603-5300-444.40-41		2/2010	1,215.00
						* Total	1,215.00
03/03/2010	99010	BAARS MECHANICAL, INC.	15-L	603-5300-444.40-40		3/2010	288.18
						* Total	288.18
03/03/2010	99013	BOYER TRUCKS - PARTS DI	378616	603-5300-444.40-41		2/2010	64.52
						* Total	64.52
03/03/2010	99016	CARQUEST OF ROSEMOUNT	1596119936	603-5300-444.60-12		3/2010	66.93
			1596119938	603-0000-145.50-00		3/2010	39.50
			1596120001	603-5300-444.60-40		3/2010	11.72
			1596120041	603-0000-145.50-00		3/2010	89.01
			1596120041	603-5300-444.40-41		3/2010	99.90
			1596120041	603-5300-444.60-12		3/2010	23.93
			1596120052	603-0000-145.50-00		3/2010	97.50
			1596120075	603-5300-444.60-12		2/2010	4.21
			1596120255	603-0000-145.50-00		2/2010	31.81
			1596120299	603-5300-444.40-41		2/2010	7.20
			1596120299	603-5300-444.60-12		2/2010	15.23
			1596120303	603-5300-444.40-41		2/2010	27.81
			1596120310	603-5300-444.40-41		2/2010	2.57
			1596120331	603-5300-444.60-40		2/2010	62.85
			1596120344	603-5300-444.40-41		2/2010	16.54
			1596120405	603-5300-444.40-41		3/2010	33.54
			1596120411	603-5300-444.60-12		3/2010	49.96
			1596120437	603-5300-444.40-41		3/2010	46.77
			1596120451	603-0000-145.50-00		3/2010	42.65
						* Total	769.63
03/03/2010	99017	CATCO PARTS SERVICE	1724740	603-5300-444.40-41		3/2010	3,207.53
						* Total	3,207.53
03/03/2010	99032	EMERGENCY APPARATUS MAI	74364	603-5300-444.40-41		2/2010	3,591.91
			75241	603-5300-444.40-41		2/2010	553.69
			75243	603-5300-444.40-41		2/2010	753.94
						* Total	4,899.54
03/03/2010	99033	EMERGENCY AUTOMOTIVE TE	CS0216106	603-5300-444.40-41		3/2010	146.69
						* Total	146.69
03/03/2010	99035	ESCAPE FIRE PROTECTION	4811	603-5300-444.40-40		3/2010	250.00
						* Total	250.00
03/03/2010	99038	FORCE AMERICA, INC.	01336886	603-5300-444.40-41		3/2010	196.71
						* Total	196.71

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/03/2010	99041	G & K SERVICES	acct 0574947 acct 0574947	603-5300-444.40-65 603-5300-444.60-45		3/2010 3/2010 * Total	60.07 23.61 83.68
03/03/2010	99043	GOPHER BEARING	1020637	603-5300-444.40-41		2/2010 * Total	41.84 41.84
03/03/2010	99045	GRAINGER	acct 806460150 acct 806460150	603-5300-444.40-41 603-5300-444.40-41		3/2010 3/2010 * Total	151.50 44.95 196.45
03/03/2010	99046	H&L MESABI	79818	603-0000-145.50-00		3/2010 * Total	5,172.75 5,172.75
03/03/2010	99057	INVER GROVE FORD	5030772 5031323 6031799	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		2/2010 3/2010 2/2010 * Total	345.06 72.80 112.94 530.80
03/03/2010	99062	KIMBALL MIDWEST	1383387	603-0000-145.50-00		3/2010 * Total	198.79 198.79
03/03/2010	99065	LARSON COMPANIES	F20056011	603-0000-145.50-00		3/2010 * Total	91.69 91.69
03/03/2010	99069	MACQUEEN EQUIPMENT INC	2101591	603-5300-444.40-41		3/2010 * Total	146.01 146.01
03/03/2010	99080	MN GLOVE & SAFETY, INC.	238683 238685 238686	603-5300-444.60-12 603-5300-444.60-12 603-5300-444.60-12		3/2010 3/2010 3/2010 * Total	274.28 79.50 94.97 448.75
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	603-5300-444.20-62		3/2010 * Total	35.90 35.90
03/03/2010	99092	PIONEER RIM & WHEEL CO	1950791	603-5300-444.40-41		3/2010 * Total	197.48 197.48
03/03/2010	99093	POMP'S TIRE SERVICE, IN	348837 365944	603-5300-444.60-14 603-5300-444.60-14		2/2010 2/2010 * Total	389.29 404.67 793.96
03/03/2010	99094	PUMP AND METER SERVICE	1289713295SO 1292213323SO	603-5300-444.40-40 603-5300-444.40-40		2/2010 2/2010 * Total	319.03 209.42 528.45
03/03/2010	99107	ST. JOSEPH EQUIPMENT, I	SI76578	603-5300-444.40-41		3/2010 * Total	1,039.54 1,039.54
03/03/2010	99117	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	603-5300-444.40-41		2/2010 * Total	16.44 16.44

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/03/2010	99125	WALTERS REBUILDERS	84214	603-5300-444.40-41		3/2010	120.00
						* Total	120.00
03/03/2010	99136	ZIEGLER INC	PC100091445	603-5300-444.40-41		2/2010	102.59
						* Total	102.59
			37 Checks		** Fund Total		48,797.20
02/24/2010	98961	OFFICEMAX INC	acct 687054	604-2200-416.60-10		2/2010	36.23
						* Total	36.23
02/24/2010	98965	PRECISION DATA SYSTEMS	vmcc copy/color paper	604-2200-416.60-05		2/2010	471.65
			vmcc copy/color paper	604-2200-416.60-05		2/2010	471.65
			police copy/plotter paper	604-2200-416.60-05		2/2010	338.86
						* Total	1,282.16
02/24/2010	98971	S & T OFFICE PRODUCTS	acct S28777	604-2200-416.60-10		2/2010	14.83
			acct S28777	604-2200-416.60-10		2/2010	199.98
			acct S28777	604-2200-416.60-10		2/2010	62.28
			acct S28777	604-2200-416.60-10		2/2010	247.86
			acct S28777	604-2200-416.60-10		2/2010	3.64
			acct S28777	604-2200-416.60-10		2/2010	3.66
			acct S28777	604-2200-416.60-10		2/2010	170.01
			acct S28777	604-2200-416.60-10		2/2010	71.21
						* Total	773.47
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	604-2200-416.20-62		3/2010	.98
						* Total	.98
			4 Checks		** Fund Total		2,092.84
02/24/2010	98882	ACTION ROOFING & SIDING	1492	605-3100-419.40-40		2/2010	2,192.12
						* Total	2,192.12
02/25/2010	99001	US POSTMASTER	UTILITY MAILING	605-3100-419.50-35		2/2010	1,288.79
						* Total	1,288.79
03/03/2010	99052	HILLYARD INC	6219904	605-3100-419.60-11		3/2010	200.35
						* Total	200.35
03/03/2010	99067	LONE OAK COMPANIES	46487	605-3100-419.50-35		3/2010	373.36
						* Total	373.36
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	605-3100-419.20-62		3/2010	8.33
						* Total	8.33
03/03/2010	99111	TDS METROCOM	acct 6515540132	605-3100-419.50-20		3/2010	345.57
						* Total	345.57
03/03/2010	99115	THYSSENKRUPP ELEVATOR C	433464	605-3100-419.40-40		3/2010	303.84
						* Total	303.84
03/03/2010	99134	XCEL ENERGY	acct 5142529960	605-3100-419.40-10		3/2010	4,808.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	4,808.28
						8 Checks ** Fund Total	9,520.64
02/24/2010	98884	ADVANCED TECHNOLOGY SYS	53917	606-1400-413.60-10		2/2010	960.46
						* Total	960.46
02/24/2010	98993	VERIZON WIRELESS	acct 280581502	606-1400-413.50-20		2/2010	32.44
						* Total	32.44
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	606-1400-413.20-62		3/2010	9.81
						* Total	9.81
03/03/2010	99088	MUNICIPAL SOFTWARE CORP	XT000266	606-1400-413.80-62		3/2010	11,115.00
						* Total	11,115.00
						4 Checks ** Fund Total	12,117.71
02/24/2010	98939	LEVANDER, GILLEN & MILL	client 81000E	702-0000-228.73-00		2/2010	33.40
			client 81000E	702-0000-228.92-00		2/2010	95.00
						* Total	128.40
02/24/2010	98940	LILLIE SUBURBAN NEWSPAP	acct 1363	702-0000-228.92-00		2/2010	22.05
			acct 1363	702-0000-229.06-00		2/2010	11.20
						* Total	33.25
02/26/2010	99003	HENNEPIN COUNTY DISTRICT	terence mateo clay jr	702-0000-229.10-00		2/2010	50.00
						* Total	50.00
03/03/2010	99058	INVER GROVE STORAGE	escrow balance	702-0000-229.06-00		3/2010	1,238.80
						* Total	1,238.80
						4 Checks ** Fund Total	1,450.45
02/24/2010	98939	LEVANDER, GILLEN & MILL	client 81000E	703-5500-446.30-42		2/2010	112.00
						* Total	112.00
03/03/2010	99061	JR'S APPLIANCE DISPOSAL	70217	703-5500-446.40-25		3/2010	150.00
						* Total	150.00
03/03/2010	99083	MN LIFE INSURANCE CO	policy 27324	703-5500-446.20-62		3/2010	2.27
						* Total	2.27
						3 Checks ** Fund Total	264.27
						308 Checks *** Bank Total	1,359,334.43
						308 Checks *** Grand Total	1,359,334.43

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 9 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: March 8, 2010
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin 
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 9 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

SUMMARY The contract was awarded in an amount of \$11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. It has been subsequently amended with four change orders (Change Order No. 5 is not yet reflected in the pay voucher) for a total contract amount now of \$11,676,143.00

The contractor has completed the work through February 28, 2010 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 9 in the amount of \$931,464.55 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 9

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 9 (nine)
DATE: March 8, 2010
PERIOD ENDING: February 28, 2010
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Shaw Lundquist Associates
2757 West Service Road
Saint Paul, MN 55121

Original Contract Amount	\$11,501,900
Total Addition	\$174,243.00
Total Deduction	\$0.00
Total Contract Amount	\$11,676,143
Total Value of Work to Date	\$4,902,212.00
Less Retained (5%)	\$245,110.60
Less Previous Payment	\$3,735,636.85
Total Approved for Payment this Voucher	\$931,464.55
Total Payments including this Voucher	\$4,657,101.40

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through February 28, 2009.

Signed by: _____ March 8, 2010
Jenelle Teppen, Assistant City Administrator

Signed by: _____
Shaw Lundquist Associates Date

Signed by: _____ March 8, 2010
George Tourville, Mayor

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

11 PAGES

TO OWNER: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: Public Safety Addition
and City Hall Remodel
8150 Barbara Ave.
Inver Grove Hts, MN

APPLICATION NO: 09

Distribution to:

FROM CONTRACTOR:

Shaw-Lundquist Associates, Inc. (09477)
Remit to: **SDS 12-0699 Box 86**
Minneapolis, MN 55486

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

APPLICATION DATE: February 25, 2010
PERIOD TO: February 28, 2010

OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR:

General Construction

CONTRACT DATE:

May 19, 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

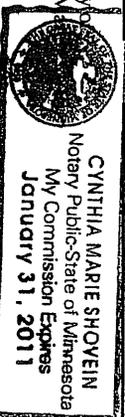
By:

Thomas J. Myers - Vice President

Date:

March 2, 2010

State of: Minnesota
County of: Washington
Subscribed and sworn to before me this 2nd day of March
Notary Public: Cynthia Marie Shovein
My Commission Expires: January 31, 2011
1-31-2011



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 931,464.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$134,223.00	
Total approved this Month	\$40,020.00	
TOTALS	\$174,243.00	\$0.00
NET CHANGES by Change Order	\$174,243.00	

- ORIGINAL CONTRACT SUM \$ 1,501,900.00
- Net change by Change Orders \$ 174,243.00
- CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,676,143.00
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 4,902,212.00
- RETAINAGE:
 - % of Completed Work (Column D + E on G703) \$ 245,110.60
 - % of Stored Material (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 245,110.60
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 4,657,101.40
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 3,725,636.85
- CURRENT PAYMENT DUE \$ 931,464.55
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 7,019,041.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

[Signature] Date: 3/3/2010

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 09
 APPLICATION DATE: February 25, 2010
 PERIOD TO: February 28, 2010
 OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
PHASE 1										
01010	Mobilization/Project Setup	14,676.00	14,676.00				14,676.00	100.00%		
01020	Supervision & Project Management	259,344.00	172,896.00		21,612.00		194,508.00	75.00%	64,836.00	
01030	Layout & misc. survey	6,180.00	6,180.00				6,180.00	100.00%		
01040	Performance Bonds	79,857.00	79,857.00				79,857.00	100.00%		
01050	General liability insurance	30,480.00	30,480.00				30,480.00	100.00%		
01060	Enclosed building heat,electric,misc. utility	56,880.00	41,360.00		8,800.00		50,160.00	88.19%	6,720.00	
01070	equipment rentals,small tools	6,138.00	4,092.00		511.00		4,603.00	74.99%	1,535.00	
01080	Safety and enclosures	4,614.00	3,500.00		900.00		4,400.00	95.36%	214.00	
01090	Temporary Fence	15,750.00	15,750.00				15,750.00	100.00%		
01100	Project Sign	688.00	688.00				688.00	100.00%		
01110	Toilets/Trailers/Telephone	14,700.00	9,800.00		1,225.00		11,025.00	75.00%	3,675.00	
01120	Dumpsters/general cleaning	35,664.00	23,776.00		2,972.00		26,748.00	75.00%	8,916.00	
01130	Punchlist/final Cleaning/project closeout/O	10,545.00	203,465.00				203,465.00	0.00%	10,545.00	
31 2300	excavation work	230,287.00	230,287.00				230,287.00	100.00%		
32 1206	plant mixed asphalt pavement, porous aspha	68,910.00	15,000.00				15,000.00	21.77%	53,910.00	
32 1314	concrete walks,median and driveways	26,400.00						0.00%	26,400.00	
32 1613	concrete curbs & gutter	27,162.00						0.00%	27,162.00	
32 3241	Landscaping,irrigation,retaining walls	100,980.00						0.00%	100,980.00	
33 1000	site utilities	123,000.00	108,500.00				108,500.00	88.21%	14,500.00	
02 4119	selective demolition for remodeling	47,900.00	42,500.00				42,500.00	88.73%	5,400.00	
03 2000	concrete reinforcing steel	29,635.00	29,635.00				29,635.00	100.00%		
03 2001	reinforcing steel labor	24,000.00	24,000.00				24,000.00	100.00%		
03 3000	cast-in-place concrete	368,285.00	359,979.00				359,979.00	97.74%	8,306.00	
03 3510	Polished concrete	17,856.00	8,820.00				8,820.00	49.40%	9,036.00	
Page Totals		1,599,931.00	1,194,954.00		36,020.00	0.00	1,230,974.00		368,957.00	0

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 09

Contractor's signed certification is attached.

APPLICATION DATE: February 25, 2010

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: February 28, 2010

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	COMPLETED AND STORED TO DATE (D+E+F)			% (G ÷ C)			
04 2000	unit masonry,precast arch. Concrete	567,007.00	375,900.00	80,314.00			456,214.00	80.46%	110,793.00	
05 5000	Steel, Misc. Metal Materials	304,490.00	260,991.00	2,035.00			260,991.00	85.71%	43,499.00	
05 5001	Steel, Misc. Metal Labor	139,300.00	102,000.00	500.00			104,035.00	74.68%	35,265.00	
06 1053	miscellaneous carpentry	27,570.00	26,500.00				27,000.00	97.93%	570.00	
06 4100	architectural woodwork	117,456.00	12,800.00				12,800.00	10.90%	104,656.00	
06 4101	Architectural woodwork Labor	31,491.00	18,000.00				18,000.00	0.00%	31,491.00	
07 1326	hoc-fluid applied asphalt waterproofing	18,000.00	21,000.00				21,000.00	100.00%	2,700.00	
07 2726	moisture barrier	23,700.00	2,000.00				2,000.00	8.81%	76,233.00	
07 4213	metal panels	78,233.00	130,500.00	6,377.00			130,500.00	2.56%	7,280.00	
07 5400	Roofing,sheermal flashing & trim	137,780.00	15,306.00				6,377.00	94.72%	8,929.00	
07 9200	joint sealers	15,306.00	5,667.00					41.66%	5,667.00	
07 9513	expansion joint cover assemblies	5,667.00	67,000.00				102,800.00	0.00%	48,796.00	
08 1113	H/M doors, wood doors, finish hardware	151,596.00	2,483.00					67.81%	2,483.00	
08 3113	access panels	2,483.00	34,297.00					0.00%	34,297.00	
08 3313	coiling counter doors,grilles,four fold doors	34,297.00	394,056.00	187,176.00			187,176.00	0.00%	206,880.00	
08 4423	glazed aluminum curtainwalls,glazing	394,056.00	3,130.00					47.50%	3,130.00	
08 7115	automatic door operators	3,130.00	18,935.00					0.00%	18,935.00	
08 9100	louver and vents	18,935.00	213,000.00	75,000.00			288,000.00	0.00%	49,800.00	
09 2900	Drywall,ml framing,fireproofing,plaster	337,800.00	30,710.00	22,754.00			22,754.00	85.26%	7,956.00	
09 3100	tile	30,710.00	97,602.00	18,400.00			18,400.00	74.09%	79,202.00	
09 5123	acoustical tile ceilings & wall panels	97,602.00	4,977.00					18.85%	4,977.00	
09 6723	resinous flooring	4,977.00	87,156.00					0.00%	87,156.00	
09 6813	carpet tile & resilient flooring, entrance mat	87,156.00	390.00					0.00%	390.00	
09 7750	fiberglass reinforced panels	390.00						0.00%		
Page Totals		2,629,132.00	1,208,691.00	449,356.00		0.00	1,658,047.00		971,085.00	0

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 09

APPLICATION DATE: February 25, 2010

PERIOD TO: February 28, 2010

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+G)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				% (G ÷ C)			
09 9000	painting and coatings	40,826.00			11,500.00		11,500.00	28.17%	29,326.00	
10 1000	visual display boards	6,872.00					6,872.00	0.00%	6,872.00	
10 1413	interior signage	3,468.00					3,468.00	0.00%	3,468.00	
10 1451	exterior signage	5,871.00					5,871.00	0.00%	5,871.00	
10 2113	toilet compartments	10,160.00					10,160.00	0.00%	10,160.00	
10 2219	dismountable partitions	4,499.00					4,499.00	0.00%	4,499.00	
10 2800	toilet accessories	6,852.00					6,852.00	0.00%	6,852.00	
10 4413	fire protection specialties	2,274.00					2,274.00	0.00%	2,274.00	
10 5113	metal lockers	18,413.00					18,413.00	0.00%	18,413.00	
10 5114	police evidence lockers	78,620.00					78,620.00	0.00%	78,620.00	
10 5613	metal storage shelving	12,205.00					12,205.00	0.00%	12,205.00	
10 6500	wire mesh partitions	5,880.00					5,880.00	0.00%	5,880.00	
10 7500	flagpoles	1,557.00					1,557.00	0.00%	1,557.00	
10 9000	fire department lock boxes	355.00					355.00	0.00%	355.00	
11 1930	dentition furnishings	70,484.00					70,484.00	51.22%	34,384.00	
11 3100	appliances	5,915.00					5,915.00	0.00%	5,915.00	
11 5213	projection screens	7,146.00					7,146.00	0.00%	7,146.00	
12 2413	roller shades	28,583.00					28,583.00	0.00%	28,583.00	
13 4200	bullet resistant transaction window	10,631.00					10,631.00	0.00%	10,631.00	
14 2400	holed hydraulic elevators	121,273.00					121,273.00	90.57%	11,433.00	
21 0000	fire suppression	53,823.00					53,823.00	75.26%	13,316.00	
22 0000	Mechanical									
22 0001	Permits/ Mobilize	13,600.00					13,600.00	100.00%		
22 0002	Infloor Heat L	25,000.00					25,000.00	96.00%	1,000.00	
22 0003	Infloor Heat M	39,000.00					39,000.00	98.72%	500.00	
22 0004	Hot Water L	77,663.00					77,663.00	48.29%	40,163.00	
22 0005	Hot Water M	48,274.00					48,274.00	56.02%	21,223.00	
22 0006	Geo Core Piping L	87,350.00					87,350.00	39.50%	52,850.00	
22 0007	Geo Core Piping M	42,800.00					42,800.00	66.59%	14,300.00	
	Page Totals	829,394.00	342,288.00	59,300.00	0.00	401,588.00	427,806.00	0		

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 5 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 09

Contractor's signed certification is attached.

APPLICATION DATE: February 25, 2010

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: February 28, 2010

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
22 0007	Heat Pump Piping L	15,000.00	2,000.00		5,500.00		7,500.00		
22 0008	Heat Pump Piping M	9,541.00	2,600.00				6,941.00		
22 0009	CUH Radiation L	16,000.00					16,000.00		
22 0010	CUH Radiation M	25,000.00	15,000.00		2,000.00		8,000.00		
22 0011	Hydronic Pumps L	20,000.00			9,500.00		10,500.00		
22 0012	Hydronic Pumps M	45,000.00	45,000.00						
22 0013	Hydronic Tank L	10,000.00					10,000.00		
22 0014	Hydronic Tank M	20,000.00					3,000.00		
22 0015	Condensation L	14,500.00	17,000.00				8,500.00		
22 0016	Condensation M	8,500.00	6,000.00				6,000.00		
22 0017	Humidifiers L	10,000.00	2,500.00				10,000.00		
22 0018	Humidifiers M	13,000.00					13,000.00		
22 0019	Fixtures/ Water Heaters/ Pumps L	49,550.00	10,380.00				39,170.00		
22 0020	Fixtures/ Water Heaters/ Pumps M	130,500.00	66,500.00				64,000.00		
22 0021	Water Vent, RWL, Drains L	86,370.00	78,500.00		8,370.00				
22 0022	Water Vent, RWL, Drains M	98,500.00	98,500.00						
22 0023	Water Pipe L	50,000.00	11,000.00				20,500.00		
22 0024	Water Pipe M	39,680.00	18,000.00				11,680.00		
22 0025	Pipe Insulation L	50,700.00	6,000.00				24,200.00		
22 0026	Pipe Insulation M	35,400.00	3,500.00				17,900.00		
22 0027	HVAC GCs	15,000.00	15,000.00						
22 0028	Mobilization	5,000.00	5,000.00						
22 0029	Equipment Rental	6,000.00	1,000.00		1,000.00				
22 0030	Permit	16,000.00	16,000.00						
22 0031	Demo	15,000.00					15,000.00		
22 0032	Testing Adjusting and Balancing	25,000.00					25,000.00		
22 0033	Duct Insulation	50,000.00					38,500.00		
22 0034	Controls	150,000.00	20,500.00				112,500.00		
22 0035	Metal Ducts L	205,000.00	40,000.00				143,000.00		
	Page Totals	1,234,241.00	479,480.00		139,870.00		614,891.00		0

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 PERIOD TO: February 28, 2010
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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
22 0036	Metal Ducts M	70,000.00	15,000.00	5,500.00			20,500.00	29.29%	49,500.00	
22 0037	Air Duct Acc. L	25,000.00	3,000.00	4,500.00			7,500.00	30.00%	17,500.00	
22 0038	Air Duct Acc. M	13,000.00	3,000.00	3,500.00			6,500.00	50.00%	6,500.00	
22 0039	HVAC Power Vent. L	10,500.00	4,000.00	5,500.00			4,000.00	38.10%	6,500.00	
22 0040	HVAC Power Vent. M	8,500.00	3,000.00	5,500.00			8,500.00	100.00%		
22 0041	Diffusers, Registers, Grilles L	36,749.00		15,200.00			15,200.00	41.36%	21,549.00	
22 0042	Diffusers, Registers, Grilles M	37,621.00		15,000.00			15,000.00	39.87%	22,621.00	
22 0043	Modular Indoor Central AHU L	35,860.00	11,000.00	5,800.00			16,800.00	46.85%	19,060.00	
22 0044	Modular Indoor Central AHU M	300,000.00	195,620.00	7,500.00			203,120.00	67.71%	96,880.00	
22 0045	Geothermal L	105,000.00	6,500.00	18,900.00			25,400.00	24.19%	79,600.00	
22 0046	Geothermal M	95,000.00	25,147.00	29,500.00			54,647.00	57.52%	40,353.00	
26 0000	Electrical									
26 0001	Raceway L	106,300.00	65,740.00	19,600.00			85,340.00	80.28%	20,960.00	
26 0002	Raceway M	56,400.00	49,580.00	10,900.00			49,580.00	87.91%	6,820.00	
26 0003	Wire and Cable L	23,600.00	4,000.00	49,500.00			14,900.00	63.14%	8,700.00	
26 0004	Wire and Cable M	84,300.00	28,600.00	1,300.00			78,100.00	92.65%	6,200.00	
26 0005	Distribution L	20,100.00	18,800.00				20,100.00	100.00%		
26 0006	Distribution M	61,500.00	61,500.00				61,500.00	100.00%		
26 0007	Fixtures L	46,700.00						0.00%	46,700.00	
26 0008	Fixtures M	75,800.00	10,400.00	55,700.00			66,100.00	87.20%	9,700.00	
26 0009	Devices L	10,500.00						0.00%	10,500.00	
26 0010	Devices M	9,300.00						0.00%	9,300.00	
26 0011	Underground L	4,400.00	4,400.00				4,400.00	100.00%		
26 0012	Underground M	9,500.00	7,700.00				7,700.00	81.05%	1,800.00	
26 0013	Permit, Demo Mobilize L	9,700.00	9,700.00				9,700.00	100.00%		
26 0014	Permit, Demo Mobilize M	8,700.00	8,700.00				8,700.00	100.00%		
26 0015	Generator L	5,300.00						0.00%	5,300.00	
26 0016	Generator M	237,000.00						0.00%	237,000.00	
Page Totals		1,506,330.00	535,387.00	247,900.00		0.00	783,287.00	60.18%	723,043.00	
Phase I Totals		7,799,028.00	3,760,800.00	932,446.00		0.00	4,693,246.00		3,105,782.00	

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 7 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
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APPLICATION NO: 09
 APPLICATION DATE: February 25, 2010
 PERIOD TO: February 28, 2010
 OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	% (G + C)					
PHASE 2									
01010	Mobilization/Project Setup	9,784.00						9,784.00	
01020	Supervision & Project Management	172,896.00						172,896.00	
01030	Layout & misc. survey	4,120.00						4,120.00	
01040	Performance Bonds	53,238.00						53,238.00	
01050	General liability insurance	20,320.00						20,320.00	
01060	Enclosed building heat,electric, misc. utilities	37,920.00						37,920.00	
01070	equipment rentals, small tools	4,092.00						4,092.00	
01080	Safety and enclosures	3,076.00						3,076.00	
01090	Temporary Fence	5,250.00						5,250.00	
01100	Project Sign	458.00						458.00	
01110	Toilets/Trailers/Telephone	9,800.00						9,800.00	
01120	Dumpsters/general cleaning	23,776.00						23,776.00	
01130	Punchlist/final. Cleaning/project closeout/O	7,030.00						7,030.00	
31 2300	excavation work	153,524.00						153,524.00	
32 1206	plant mixed asphalt pavement, porous aspha	45,940.00						45,940.00	
32 1314	concrete walks, median and driveways	17,600.00						17,600.00	
32 1613	concrete curb & gutter	14,422.00						14,422.00	
32 3241	Landscaping,irrigation,retaining walls	67,320.00						67,320.00	
33 1000	site utilities	82,000.00						82,000.00	
02 4119	selective demolition for remodeling	31,934.00						31,934.00	
03 2000	concrete reinforcing steel	19,757.00						19,757.00	
03 2001	reinforcing steel labor	16,000.00						16,000.00	
03 3000	cast-in-place concrete	245,524.00						245,524.00	
03 3510	polished concrete	11,904.00						11,904.00	
Page Totals		1,057,685.00	0.00	0.00	0.00	0.00	0.00	1,057,685.00	0

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			FROM PREVIOUS APPLICATION (D + E)							
04 2000	unit masonry/precast arch. Concrete	284,003.00						0.00%	284,003.00	
05 5000	Steel, Misc. Metal Material	130,495.00						0.00%	130,495.00	
05 5001	Steel, Misc. Metal Labor	59,700.00						0.00%	59,700.00	
06 1053	miscellaneous carpentry	18,380.00						0.00%	18,380.00	
06 4100	architectural woodwork	78,304.00						0.00%	78,304.00	
06 4101	Architectural woodwork Labor	20,994.00						0.00%	20,994.00	
07 1326	hot-fluid applied asphalt waterproofing	12,000.00						0.00%	12,000.00	
07 2726	moisture barrier	15,800.00						0.00%	15,800.00	
07 4213	metal panels	74,815.00						0.00%	74,815.00	
07 5400	Roofing,sheetmetal flashing & trim	54,665.00						0.00%	54,665.00	
07 9200	joint sealers	10,204.00						0.00%	10,204.00	
07 9513	expansion joint cover assemblies	3,778.00						0.00%	3,778.00	
08 1113	HM doors, wood doors, finish hardware	101,064.00						0.00%	101,064.00	
08 3113	access panels	1,655.00						0.00%	1,655.00	
08 3313	coiling counter doors,grilles,four fold doors	51,446.00						0.00%	51,446.00	
08 4423	glazed aluminum curtainwalls,glazing	212,184.00	1,500.00				1,500.00	0.71%	210,684.00	
08 7115	automatic door operators	3,131.00						0.00%	3,131.00	
08 9100	louver and vents	12,623.00						0.00%	12,623.00	
09 2900	Drywall,mil framing,fireproofing,plaster	225,200.00						0.00%	225,200.00	
09 3100	tile	16,120.00						0.00%	16,120.00	
09 5123	acoustical tile ceilings & wall panels	152,398.00						0.00%	152,398.00	
09 6723	resinous flooring	3,318.00						0.00%	3,318.00	
09 6813	carpet tile & resilient flooring, entrance mat	58,104.00						0.00%	58,104.00	
09 7750	fiberglass reinforced panels	260.00						0.00%	260.00	
Page Totals		1,600,641.00	1,500.00		0.00	0.00	1,500.00		1,599,141.00	0

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			FROM PREVIOUS APPLICATION (D + E)							
09 9000	painting and coatings	35,500.00						0.00%	35,500.00	
10 1000	visual display boards	4,581.00						0.00%	4,581.00	
10 1413	interior signage	2,312.00						0.00%	2,312.00	
10 1451	exterior signage	3,914.00						0.00%	3,914.00	
10 2113	toilet compartments	6,773.00						0.00%	6,773.00	
10 2219	dismountable partitions	2,999.00						0.00%	2,999.00	
10 2800	toilet accessories	4,568.00						0.00%	4,568.00	
10 4413	fire protection specialties	1,516.00						0.00%	1,516.00	
10 5113	metal lockers	12,276.00						0.00%	12,276.00	
10 5114	police evidence lockers	0.00						0.00%	0.00	
10 5613	metal storage shelving	8,136.00						0.00%	8,136.00	
10 6500	wire mesh partitions	3,920.00						0.00%	3,920.00	
10 7500	flagpoles	1,038.00						0.00%	1,038.00	
10 9000	fire department lock boxes	237.00						0.00%	237.00	
11 1930	detention furnishings	0.00						0.00%	0.00	
11 3100	appliances	3,943.00						0.00%	3,943.00	
11 5213	projection screens	650.00						0.00%	650.00	
12 2413	roller shades	2,602.00						0.00%	2,602.00	
13 4200	bullet resistant transaction window	7,088.00						0.00%	7,088.00	
14 2400	holed hydraulic elevators	10,000.00						0.00%	10,000.00	
21 0000	fire suppression	42,163.00						0.00%	42,163.00	
22 0000	Mechanical	5,000.00						0.00%	5,000.00	
22 0001	Infloor Heat L.	4,000.00						0.00%	4,000.00	
22 0002	Infloor Heat M	5,500.00						0.00%	5,500.00	
22 0003	Hot Water L	5,500.00						0.00%	5,500.00	
22 0004	Hot Water M	2,500.00						0.00%	2,500.00	
22 0005	Geo Piping L	5,500.00						0.00%	5,500.00	
22 0006	Geo Piping M	4,000.00						0.00%	4,000.00	
Page Totals		180,716.00	0.00	0.00	0.00	0.00	0.00	0.00%	180,716.00	0

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 09
 APPLICATION DATE: February 25, 2010
 PERIOD TO: February 28, 2010
 OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+B+E)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G + C)			
22 0007	CUH Radiation L	8,000.00							8,000.00	
22 0008	CUH Radiation M	4,000.00							4,000.00	
22 0009	Plumbing Permit	1,500.00							1,500.00	
22 0010	Fixtures/ Water Heaters/ Pumps L	5,000.00							5,000.00	
22 0011	Fixtures/ Water Heaters/ Pumps M	11,557.00							11,557.00	
22 0012	Water Vent, RWL, Drains L	13,800.00							13,800.00	
22 0013	Water Vent, RWL, Drains M	6,139.00							6,139.00	
22 0014	Water Pipe L	7,000.00							7,000.00	
22 0015	Water Pipe M	4,000.00							4,000.00	
22 0016	Pipe Insulation L	26,200.00							26,200.00	
22 0017	Pipe Insulation M	13,500.00							13,500.00	
22 0018	Metal Ducts L	36,500.00							36,500.00	
22 0019	Metal Ducts M	9,500.00							9,500.00	
22 0020	Geothermal L	60,614.00							60,614.00	
22 0021	Geothermal M	53,420.00							53,420.00	
26 0000	Electrical									
26 0001	Raceway L	103,200.00							103,200.00	
26 0002	Raceway M	52,600.00	9,000.00				9,000.00		94,200.00	
26 0003	Wire and Cable L	26,200.00	4,600.00				4,600.00		48,000.00	
26 0004	Wire and Cable M	70,100.00			4,100.00		4,100.00		22,100.00	
26 0005	Distribution L	12,200.00			16,700.00		16,700.00		53,400.00	
26 0006	Distribution M	27,200.00							12,200.00	
26 0007	Fixtures L	38,000.00							27,200.00	
26 0008	Fixtures M	190,300.00							38,000.00	
26 0009	Devices L	9,250.00	9,600.00		2,800.00		12,400.00		177,900.00	
26 0010	Devices M	8,750.00							9,250.00	
26 0011	Underground L	6,900.00							8,750.00	
26 0012	Underground M	19,900.00							6,900.00	
26 0013	Permit, Demo, Mobilize L	29,350.00							19,900.00	
26 0014	Permit, Demo, Mobilize M	9,150.00	2,000.00				2,000.00		29,350.00	
	Page Totals	863,830.00	25,200.00		23,600.00		48,800.00		815,030.00	
	Phase 2 Totals	3,702,872.00	26,700.00		23,600.00		50,300.00		3,652,572.00	0

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 11 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 09

APPLICATION DATE: February 25, 2010

PERIOD TO: February 28, 2010

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+H)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
50 0001	Change Order #1	88,184.00	88,184.00				88,184.00	100.00%		
50 0002	Change Order #2	22,369.00	22,369.00				22,369.00	100.00%		
50 0003	Change Order #3	23,670.00	23,670.00				23,670.00	100.00%		
50 0003	Change Order #4	40,020.00			24,443.00		24,443.00	61.08%	15,577.00	
Change Order Totals		174,243.00	134,223.00		24,443.00		158,666.00	41.98%	15,577.00	
Contract Totals		11,676,143.00	3,921,723.00		980,489.00	0.00	4,902,212.00	41.98%	6,773,931.00	

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 5 and Pay Voucher No. 7 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4

Meeting Date: March 8, 2010
 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
 SDT JP

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 5 and Pay Voucher No. 7 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.

Change Order No. 5, in the amount of \$1,937.32, is for special traffic control used during the Cahill Ave and 75th Street water connection. This item is being paid for through the water connection fund. The contractor has completed the work through February, 2010 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

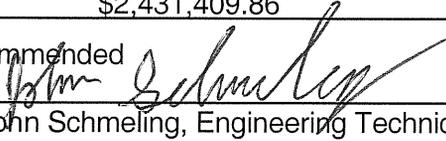
I recommend approval of Change Order No. 5 in the amount of \$1,937.32 (for a revised contract amount of \$2,431,409.86), and approval of Payment Voucher No. 7 in the amount of \$25,656.90 for work on City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4.

TJK/kf

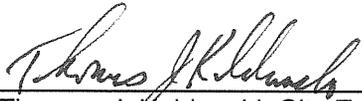
Attachments: Change Order No. 5
 Pay Voucher No. 7

CHANGE ORDER NO. 5

**2009 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2009-09D
URBAN STREET RECONSTRUCTION – SOUTH GROVE AREA 4**

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Arcon Construction Co., Inc.. 5973 433rd Street P.O. Box 159 Harris, MN 55032</p>	<p>Date of Issuance: March 1, 2010</p> <p>Engineer: City Engineer</p>
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>See attached.</p>	
<p>CHANGE IN CONTRACT PRICE</p>	<p>CHANGE IN CONTRACT TIME</p>
Original Contract Price: \$2,380,629.24	Original Contract Time:
Previous Change Orders \$48,843.30	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$2,429,472.54	Contract Time Prior to this Change Order
Net Increase of this Change Order \$1,937.32	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$2,431,409.86	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By: _____ Arcon Construction Co., Inc.

Approved By:



Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

March 8, 2010

ATTACHMENT TO CHANGE ORDER NO. 5

CITY PROJECT NO. 2009-09D – URBAN STREET RECONSTRUCTION
SOUTH GROVE AREA 4

Description of Changes:

Schedule C Traffic Control for 20" Water Connection at intersection of Cahill Avenue and 75th Street

A watermain connection on the plan was found to be inaccurate when the contractor went to perform the connection. The connection had to be done in the east lane of Cahill Avenue. This change order is for the traffic control placed on Cahill Avenue. This is paid for through the water connection fund. The work was done as time and materials. The agreed on price was \$1,937.32.

Total Cost of Traffic Control for the 20" Water Connection = \$1,937.32

Summary of Additional Services:

<u>Item</u>	<u>Cost</u>
Schedule C	<u>\$ 1,937.32</u>
Total Cost of Revisions	\$1,937.32

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Individual Project Order No. 12D to Kimley-Horn & Associates, Inc. for Design Services for the 2010 Pavement Management Program, Urban Street Reconstruction – City Project No. 2010-09D, South Grove Area 5 Water System Design

Meeting Date: March 8, 2010
 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:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Special Assessments, Water Fund, The Oaks Townhome Association

PURPOSE/ACTION REQUESTED

Consider resolution accepting Individual Project Order (IPO) No. 12D from Kimley-Horn & Associates, Inc. for design services for the 2010 Pavement Management Program, Urban Street Reconstruction – City Project No. 2010-09D – South Grove Area 5, design of water system on Conroy Trail (Oaks Townhome Association).

SUMMARY

IPO No. 12D includes design services including preparation of final design plans for the Oaks water main design. A survey will be conducted for the plans. The plans will be prepared on AutoCAD drawings. A copy of Exhibit 8 is included with the packet to illustrate the Conroy Trail water main. These design services are for the water main shown in red. These mains will be installed as part of the Oaks Townhome Association responsibility. The Board authorized payment of \$15,700 for these design services at their February 23, 2010 meeting. The City has received a check for this work.

These services can be provided most efficiently by Kimley-Horn & Associates, Inc. because they have the design knowledge on the South Grove (2010-09D) project. The City Engineer staff's current workload preparing for assessments on the 2009 projects and preparing plans and specifications for the 2010 construction projects does not allow the Division enough opportunity to complete the final design plans for the Oaks water main on a timely basis.

I have reviewed the proposal and recommend approval of the resolution which authorizes execution of IPO No. 12D in the amount of \$15,700 for Kimley-Horn to provide these consulting services. The City has received a check from the Oaks Townhome Association for this work.

TJK/kf
 Attachments: Resolution
 IPO No. 12D
 Exhibit 8

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 12D WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR FINAL DESIGN SERVICES FOR THE 2010 PAVEMENT MANAGEMENT PROGRAM, URBAN STREET RECONSTRUCTION – CITY PROJECT NO. 2010-09D (SOUTH GROVE AREA 5) CONROY TRAIL WATERMAIN FOR THE OAKS TOWNHOME ASSOCIATION

RESOLUTION NO. _____

WHEREAS, Kimley-Horn and Associates, Inc. has submitted Individual Project Order No. 12D for the additional design services work as requested by the City of Inver Grove Heights.

WHEREAS, the Oaks Townhome Association has provided the funding for the Kimley-Horn services in IPO 12D.

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

1. Individual Project Order (IPO) No. 12D with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Work Task</u>	<u>Estimated Fee</u>
Oaks Watermain Final Design Services	\$15,000.00
Other expenses	<u>700.00</u>
Total	\$15,700.00

2. The City is authorized to enter into IPO No. 12D with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, MN this 8th day of March 2010.

AYES:
NAYS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 12D

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

Identification of Project: South Grove Urban Street Reconstruction Areas 4, 5 & 6
City Project 2010-09D

General Category of Services: Additional Final Design Services for Area 5

Specific Scope of Basic Services: Additions to the project construction plans and specifications for additional watermain improvements within the Oaks Townhome Association. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Final Construction Plans and Specifications – Area 5
Easement Exhibits and Descriptions – Area 5

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

Special Terms of Compensation: None

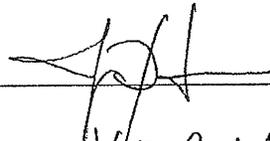
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: *Vice President* _____

DATE: _____

DATE: *2/17/10* _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 12D

SOUTH GROVE URBAN STREET RECONSTRUCTION AREAS 4, 5 & 6

Previous IPO No. 12 included feasibility study phase services for the South Grove Urban Street Reconstruction Areas 4, 5, and 6. Previous IPO No. 12A included final design and construction phase services for South Grove Urban Street Reconstruction Areas 4 and 5. Previous IPO No. 12B included additional final design services for Area 4. Previous IPO No. 12C included preliminary design services for Area 4 and feasibility study and final design services for Area 5. This IPO includes additional final design services for Area 5. These services are detailed below.

1. Area 4

No additional services are needed at this time.

2. Area 5

Kimley-Horn will prepare up to five (5) additional construction plan sheets detailing the proposed watermain improvements within the Oaks Townhome Association. We will also prepare the necessary technical special provisions associated with the additional improvements. Gorman Surveying will obtain additional survey for the additional improvements as a Kimley-Horn subconsultant.

We will prepare up to two (2) easement exhibits and descriptions and coordinate with the City attorney as necessary to develop the easement agreements for the temporary construction easements required for the proposed improvements. Our scope of work includes attendance at up to two (2) meetings with City staff and/or the Oaks Townhome Association.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 12D

SOUTH GROVE URBAN STREET RECONSTRUCTION AREAS 4, 5 & 6

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

<u>Work Task</u>	<u>Estimated Fee</u>
Area 5 -- Oaks Watermain Final Design	\$ 15,000
<u>Reimbursable Expenses</u>	<u>\$ 700</u>
Total	\$ 15,700

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 15,700 including all labor and reimbursable expenses.

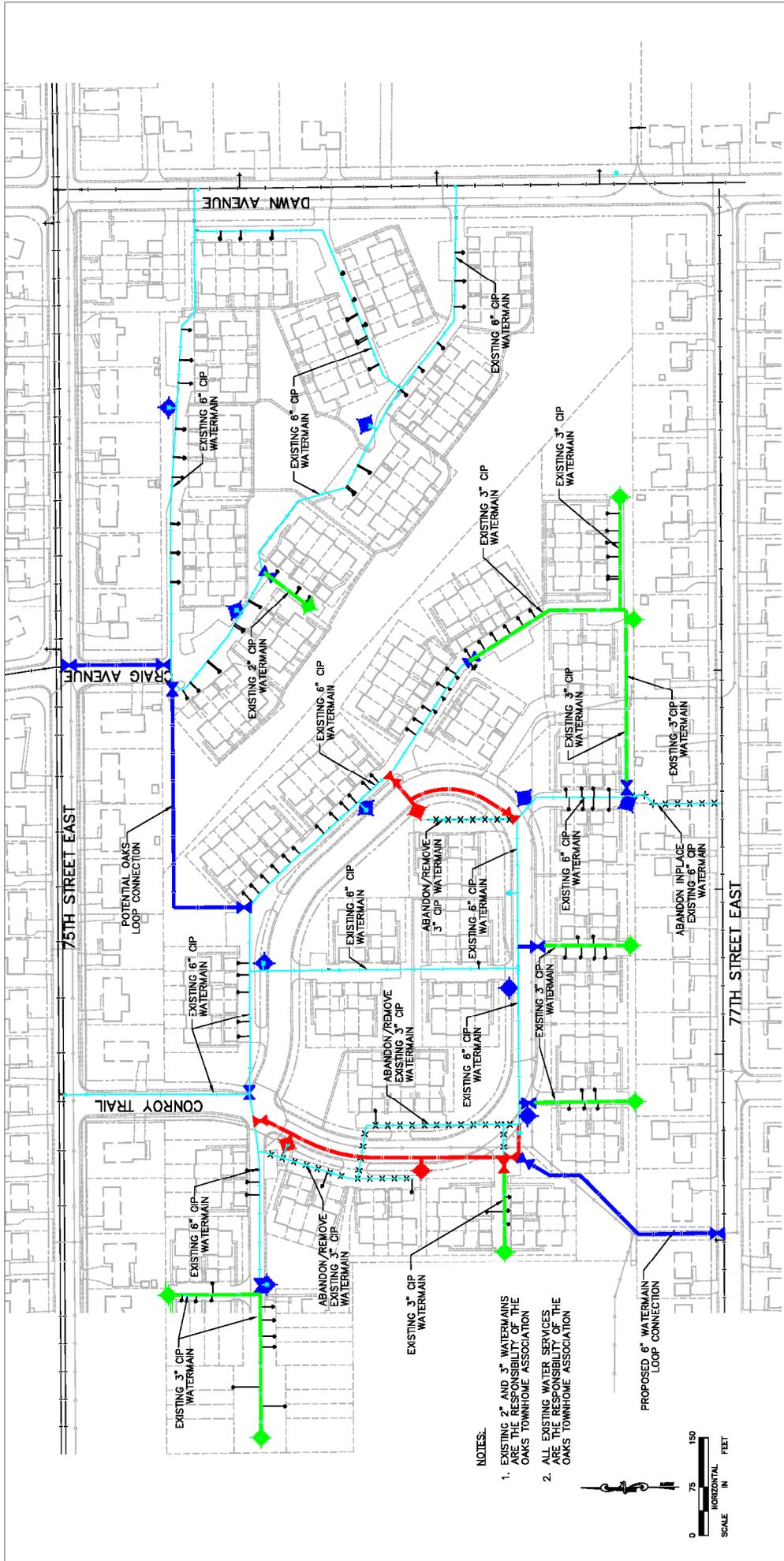
EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 12D

SOUTH GROVE URBAN STREET RECONSTRUCTION AREAS 4, 5 & 6

The following is the implementation schedule for the Area 5 improvements:

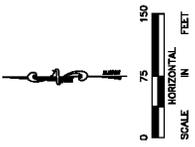
Public Improvement Hearing, Council Approve Plans & Specifications and Authorize Ad for Bids	February 22, 2010
Oaks Townhome Assoc. Special Meeting	February 23, 2010
Bid Opening	March 30, 2010
City Council Awards Contract	April 12, 2010
Start Construction	May 2010
Construction Complete	October 2010



WATERMAIN IMPROVEMENTS MAP
 OAKS TOWNHOME ASSOCIATION AREA
 SOUTH GROVE URBAN STREET
 RECONSTRUCTION AREA 5
 CITY PROJECT 2010-09D
 EXHIBIT 8

- LEGEND:**
- EXISTING WATERMAIN
 - PROPOSED 6" WATERMAIN
 - PROPOSED 6" GATE VALVE & BOX
 - PROPOSED HYDRANT AND 6" GATE VALVE & BOX (FUNDED BY OAKS)
 - PROPOSED 6" GATE VALVE & BOX (FUNDED BY OAKS)
 - FUTURE 6" WATERMAIN (BY OAKS)
 - FUTURE 6" GATE VALVE & BOX (BY OAKS)

- NOTES:**
1. EXISTING 2" AND 3" WATERMANS ARE THE RESPONSIBILITY OF THE OAKS TOWNHOME ASSOCIATION
 2. ALL EXISTING WATER SERVICES ARE THE RESPONSIBILITY OF THE OAKS TOWNHOME ASSOCIATION



City of
 Inver Grove Heights
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55077-3412

**Kimley-Horn
 and Associates, Inc.**
 3565 UNIVERSITY AVE. WEST, SUITE 300N
 ST. PAUL, MINNESOTA 55114
 TEL. NO. (651) 845-4197
 FAX. NO. (651) 845-5816

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Tables for the VMCC

Meeting Date: March 8, 2010
 Item Type: Consent Agenda
 Contact: Michael Sheggeby 651.450.2514
 Prepared by: Michael Sheggeby
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Accept quote for table purchase from Mity-Lite in the amount of \$12,245.20 + tax to be funded from C21000 80-50. \$20,000 was budgeted for 2010.

SUMMARY

The Community Center uses tables throughout the facility for numerous events during the year. Several tables are worn and others have been discarded over the years due to damage. To continue to service our event needs we have budgeted for table replacement of our worn and damaged tables and additional tables to service our larger events. These replacement and additional tables will be used to service the event needs in the VMCC end of the facility, while we will continue utilize the National Guard tables for events in the Armory.

Quote includes:

- 40 (30"X72"X29" Rectangle tables)
- 12 (72" Round tables)
- 4 (Rectangle Table Carts)
- 2 (Round Table Carts)

The following quotes were received for comparable commercial grade tables. Structures of these tables have additional wood support in the core of the table for added strength, stability and wear in a commercial environment. This structure of table is widely used in the convention and entertainment facilities because of the need for added strength and wear put on by users.

Mity-Lite	\$12,245.20
National Business Furniture	\$14,958.46
PS Furniture	\$14,969.00

Staff recommends accepting the proposal from Mity-Lite in the amount of \$12,245.20 + tax.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Establishing School Zone Speed Limit

Meeting Date: March 8, 2010
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider resolution establishing school zone speed limit along Cahill Avenue in the vicinity of the Inver Grove Heights Middle School.

SUMMARY

In response to a request from parents of students at the Inver Grove Heights Middle School, the City Council authorized preparation of a study addressing pedestrian safety at the intersection of Cahill Avenue and 81st Street East/the driveway and the Inver Grove Heights Middle School. One of the recommended changes in the final report for that study is to establish a reduced speed limit along Cahill Avenue in the school zone.

This is the only instance when the local road authority can establish the speed limit on a public street. The speed limits on all other streets are established by Mn/DOT. In order to establish a school zone speed limit, the local road authority must prepare an engineering and traffic investigation as prescribed in the Minnesota Guide to Establishing Speed Limits in School Zones. Discussions with Mn/DOT staff have led to the determination that the aforementioned study provides the required investigation to establish a school zone speed limit.

I recommend that the City Council approve the resolution establishing a school zone speed limit of 20 mph, when children are present, along the section of Cahill Avenue in the vicinity of its intersection with 81st Street East/the driveway to the Inver Grove Heights Middle School. The required signing will be fabricated and installed by City staff this spring.

SDT/kf

Attachments: Resolution

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

**RESOLUTION ESTABLISHING A SCHOOL SPEED LIMIT IN THE INVER GROVE HEIGHTS MIDDLE
SCHOOL ZONE ON CAHILL AVENUE IN THE VICINITY OF 81ST STREET EAST**

RESOLUTION NO. _____

WHEREAS, Minnesota Statutes 2009, Section 169.14, Subdivision 5A gives the local street authority the right to establish a school speed limit within a school zone upon the basis of an engineering and traffic investigation as prescribed by the Commissioner of Transportation; and

WHEREAS, that study shall follow the "Minnesota Guide to Establishing Speed Limits in School Zones", and

WHEREAS, an engineering and traffic investigation for purposes of pedestrian safety at the intersection of Cahill Avenue and 81st Street East has been completed, and

WHEREAS, the report summarizing said investigation recommended establishing a school speed limit in the school zone on Cahill Avenue in the vicinity of the Middle School and the aforementioned intersection; and

WHEREAS, said study meets the investigation requirements for establishing a school speed limit in a school zone.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Inver Grove Heights establishes a school zone speed limit of 20 miles per hour, when children are present, in the vicinity of the pedestrian crosswalk at Cahill Avenue and 81st Street East.

Adopted by the City Council of the City of Inver Grove Heights, MN this 8th day of March 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Application for MN DNR Trail Grants

Meeting Date: March 8, 2010
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve the attached resolutions authorizing the submittal of a trail grant to the Local Trail Connections Grant Program and a trail grant to the Legacy Trail Grant Program. If successful the grant would be used for building a trail connection/trailhead facilities associated with the Rock Island Swing Bridge and the Mississippi River Regional Trail.

Eligible projects under either grant include: parking lots, trails, restroom facilities, and signage.

SUMMARY

Through the Active Living Dakota County Program, the City of Inver Grove Heights was selected to receive assistance in writing a grant(s) for a trail and or trailhead facilities associated with the Rock Island Swing Bridge and the Mississippi River Regional Trail.

The City can apply for both grants, if we are selected, the City would only be awarded one grant, not both. It is possible that neither grant would be awarded to the City.

Local Trail Connections Grant

- Applications due by March 31....awards will be announced in July 2010
- Minimum request is \$5,000 and the maximum is \$100,000
- 50/50 cash match requirement with the City being reimbursed after expense have been made
- Project must be completed by June 30, 2012
- The City's request will be for \$100,000 (City's match requirement is \$100,000)

Legacy Trail Grant

- Applications due by March 31....awards will be announced in July 2010
- Minimum request is \$20,000 and the maximum is \$500,000
- 25% cash match requirement with the City being reimbursed after expense have been made
- Project must be completed by June 30, 2012
- The City's request will be for \$200,000 (City's match requirement is \$50,000)

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION 2010 – _____

**RESOLUTION SUPPORTING THE CITY OF INVER GROVE HEIGHTS'
APPLICATION FOR MINNESOTA DEPARTMENT OF NATURAL RESOURCE
TRAIL LEGACY GRANT**

WHEREAS, the City of Inver Grove Heights has adopted a Comprehensive Park Plan and Development Guide which provides the City Council and the Park and Recreation Commission guidance on the future development of the City's public off-road trail system, and;

WHEREAS, the City of Inver Grove Heights is constructing the Rock Island Swing Bridge Recreational Pier project, a 670' pier that will provide access to the Mississippi River, and;

WHEREAS, Dakota County has constructed the Mississippi River Regional Trail, a 26-mile paved off-road trail between St. Paul and Hastings and expects 100,000 visitors annually, and;

WHEREAS, the City of Inver Grove Heights supports the grant application made to the Minnesota Department of Natural Resources for the Trail Legacy Grant Program. The application is to construct local paved trails connecting the Rock Island Swing Bridge Recreational Pier to the Mississippi River Regional Trail, and;

WHEREAS, the City of Inver Grove Heights recognizes the twenty-five percent (25%) percent match requirement for the Trail Legacy Grant Program, and has secured the matching funds, and;

NOW, THEREFORE BE IT RESOLVED if the City of Inver Grove Heights is awarded a grant by the Minnesota Department of Natural Resources, the City of Inver Grove Heights agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Inver Grove Heights will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and;

BE IT FURTHER RESOLVED, the City Council of the City of Inver Grove Heights names the fiscal agent for the City of Inver Grove Heights for this project as:

Ms. Ann Lanoue
Finance of Director
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

BE IT FURTHER RESOLVED, the City of Inver Grove Heights hereby assures the recreational trail will be maintained for a period of no less than 20 years.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof: _____ and the following voted against the same: _____, whereupon said resolution was passed this 8th day of March 2010.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION 2010 – _____

**RESOLUTION SUPPORTING THE CITY OF INVER GROVE HEIGHTS'
APPLICATION FOR MINNESOTA DEPARTMENT OF NATURAL RESOURCE
LOCAL TRAIL CONNECTIONS GRANT**

WHEREAS, the City of Inver Grove Heights has adopted a Comprehensive Park Plan and Development Guide which provides the City Council and the Park and Recreation Commission guidance on the future development of the City's public off-road trail system, and;

WHEREAS, the City of Inver Grove Heights is constructing the Rock Island Swing Bridge Recreational Pier project, a 670' pier that will provide access to the Mississippi River, and;

WHEREAS, Dakota County has constructed the Mississippi River Regional Trail, a 26-mile paved off-road trail between St. Paul and Hastings and expects 100,000 visitors annually, and;

WHEREAS, the City of Inver Grove Heights supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connections Program. The application is to construct local paved trails connecting the Rock Island Swing Bridge Recreational Pier to the Mississippi River Regional Trail, and;

WHEREAS, the City of Inver Grove Heights recognizes the fifty (50) percent match requirement for the Local Trail Connections Program, and has secured the matching funds, and;

NOW, THEREFORE BE IT RESOLVED if the City of Inver Grove Heights is awarded a grant by the Minnesota Department of Natural Resources, the City of Inver Grove Heights agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Inver Grove Heights will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and;

BE IT FURTHER RESOLVED, the City Council of the City of Inver Grove Heights names the fiscal agent for the City of Inver Grove Heights for this project as:

Ms. Ann Lanoue
Finance of Director
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

BE IT FURTHER RESOLVED, the City of Inver Grove Heights hereby assures the recreational trail will be maintained for a period of no less than 20 years.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof: _____ and the following voted against the same: _____, whereupon said resolution was passed this 8th day of March 2010.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving a Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2010-09D

Meeting Date: March 8, 2010
 Item Type: Consent Agenda TSK
 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:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider approving a Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport land for City Project No. 2010-09D.

SUMMARY

A Temporary Easement Agreement is needed with the City of South Saint Paul, governing entity for the South Saint Paul Airport, in order to utilize the green space along 70th Street (County Road 26) between Cloman Avenue East and Craig Avenue East. The agreement is similar to that approved by both municipalities in 2008. The easement allows the storage of excavated materials, trees and brush, construction material, construction equipment, and a construction trailer on the property.

The existing easement agreement is scheduled to expire on July 1st, 2010 in order to allow reasonable time for the Project to fully establish turf within the disturbed area. This action would seek to extend the time frame to July 1, 2011.

Public Works/Engineering recommends approval the Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2010-09D. The City of South St. Paul is scheduled to review and approve this agreement at their March 15, 2010 meeting.

SWD/kf
 Attachments: Temporary Easement Agreement
 Resolution

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT, made, granted and conveyed this _____ day of March, 2010, between the City of South St. Paul, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “Landowner” and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as “IGH.”

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter “Landowner’s Property”)**.

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by IGH, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto IGH, its successors and assigns, the following:

- 1.) **A temporary easement for the removal, placement, screening and stockpiling of excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and all such purposes ancillary, incident or related thereto, any or all of which arise or result from construction activities related to IGH Project Number 2010-09D South Grove Urban Street Reconstruction Area 5, and for the placement, storage, and removal of construction equipment, construction materials, and a construction trailer used for IGH Project Number 2010-09D South Grove Urban Street Reconstruction Area 5 (hereinafter “Temporary Easement”) upon that real property identified, shown and legally described on Exhibit B, (hereinafter the “Temporary Easement Area”) attached hereto and incorporated herein by reference. The Temporary Easement shall expire on July 1, 2011. A graphic depiction of the Haul Routes is attached hereto and incorporated herein as Exhibit D.**

EXEMPT FROM STATE DEED TAX

The rights of IGH shall also include the right of IGH, its contractors, agents and servants:

a.) to enter upon the Temporary Easement Area during the term of this Temporary Easement for the purposes of **removing , placing, screening and stockpiling of excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and all such purposes ancillary, incident or related thereto, any or all of which arise or result from construction activities related to IGH Project Number 2010-09D South Grove Urban Street Reconstruction Area 5; and**

b.) to enter upon the Temporary Easement Area during the term of this Temporary Easement for the purposes of **placing, storing, and removing construction equipment, construction materials, and a construction trailer used for IGH; and**

c.) to maintain, repair or restore the Temporary Easement Area during the term of this Temporary Easement.

The grant of Temporary Easement rights set forth herein is subject to the following requirements:

1. The height restriction of any deposited material shall not exceed 842 feet mean sea level;
2. IGH shall control dust on the Landowner's Property in accordance with the dust control specifications set forth for IGH Project Number **2010-09D South Grove Urban Street Reconstruction Area 5, or as required by the Landowner;**
3. IGH shall restore the Landowner's Property to a similar condition that existed prior to the grant of this Temporary Easement and said restoration and turf establishment shall be completed in accordance with the specifications set forth in Exhibit C prior to the expiration of this Temporary Easement;
4. All vehicles and/or construction equipment that may reasonably exceed a height of 842 mean sea level shall have an orange and white checkered flag mounted on the vehicle or construction equipment while on the Landowner's Property;
5. IGH shall control soil and erosion in accordance with the NPDES permit as approved by the Minnesota Pollution Control Agency and local, county and state regulation and ordinance.;
6. IGH shall provide a copy of a storm water permit, and any other permit(s) deemed necessary by the Landowner prior to entering the Landowner's Property;
7. IGH shall provide adequate proof of insurance to the Landowner prior to entering the Landowner's Property;

8. IGH shall not place or stockpile hazardous materials (as defined by the Minnesota Pollution Control Agency) on the Landowner's Property. Notwithstanding the foregoing, asphalt millings may be stored and contained on the Landowner's Property provided they are completely removed from the property, and soils contained within, prior to the expiration of this Temporary Easement; and
9. Any construction trailer located on the Landowner's Property shall be located on the southeast portion of the Landowner's Property in a location approved by the Airport Manager of the City of South St. Paul.
10. Disturbance of the property shall initially occur on the easterly side and continue in a westerly direction, only as needed, as approved by the Landowner.
11. Existing drainage patterns shall be maintained and the drainage swale on the west side of the property shall be maintained and protected.

IGH shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Temporary Easement Areas or the Landowner's Property prior to the date hereof.

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with IGH, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and has good right to grant and convey the Temporary Easement herein to IGH.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, the Landowner and IGH have caused this Easement to be executed as of the day and year first above written.

City of South St. Paul

City of Inver Grove Heights

Beth Baumann
Its: Mayor

George Tourville
Its: Mayor

ATTEST

ATTEST:

Christy Wilcox, City Clerk

Melissa Rheaume, Deputy City Clerk

NOTARY BLOCKS

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2010, before me a Notary Public within and for said County, personally appeared Beth Baumann and Christy Wilcox, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

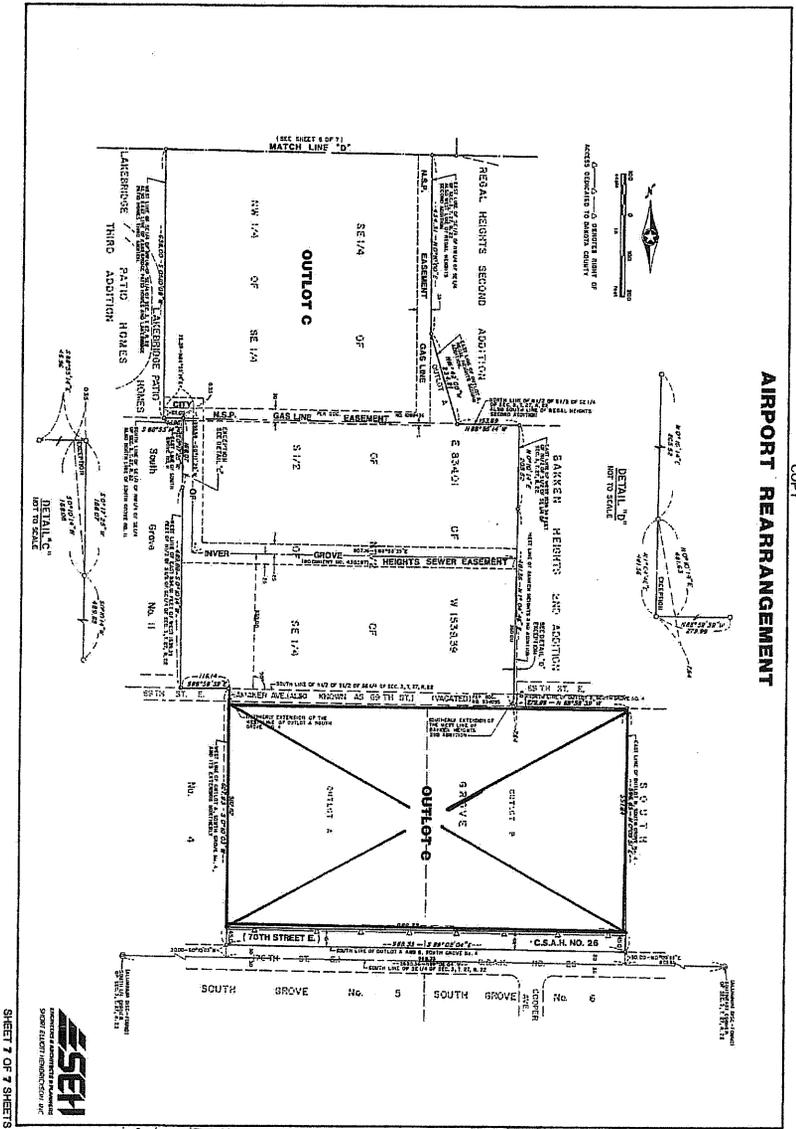
This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of South St. Paul, Dakota County, Minnesota, described as follows: The Southerly Outlot C, Airport Rearrangement [southerly portion of PROPERTY ID NUMBER: 36-11130-031-00] (formerly known as Outlots A and B, South Grove) shown below:



TWENTY FOUR - 6
EXHIBIT
DRAWING NUMBER
DRAWING NUMBER
DRAWING NUMBER
DRAWING NUMBER
SHEET 7 OF 7 SHEETS

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

The Temporary Easement area shall be all of the Landowner's Property set forth in Exhibit A.

Said Temporary Easement shall expire on July 1, 2011.

EXHIBIT C

RESTORATION AND TURF ESTABLISHMENT SPECIFICATIONS

SECTION 32 92 12

TURF ESTABLISHMENT (MN/DOT 2575)

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Establishment of herbaceous ground cover on designated areas.
- B. Related Sections:
1. Section 31 23 10 - Excavation and Embankment
 2. Section 31 25 10 - Temporary Erosion Control
- C. Method of Measurement:
1. Fertilizer: Measure by weight in pounds of each mixture applied.
 2. Seeding: Measure by the area seeded in acres.
 3. Seed: Measure by weight of each mixture in pounds.
 4. Mulch:
 - a. Measure types 1 and 5 by weight in tons.
 5. Water: Water for turf establishment will be considered incidental.
 6. Disc Anchoring: Measure by area in acres.
 7. Erosion Mats: Measure by area covered in square yards.
 8. Temporary Seeding:
 - a. Measure per item as described above.
 - b. No measurement for protection of Contractor's staging site and stockpiles. Contractor shall be responsible for erosion control of his operations.
- D. Basis of Payment:
1. Payment for acceptable quantities of turf establishment shall be at the contract unit price as listed on the Bid Form. All associated work items shall be considered incidental.

1.02 REFERENCES

- A. Mn/DOT:
1. 2575 - Turf Establishment
 2. 3881 - Commercial Fertilizer

1.03 SUBMITTALS

- A. Submit certified test report for each seed mixture.
- B. Submit certification from the grower stating the grass varieties contained in the sod.

1.04 ACCEPTANCE OF WORK

- A. Turf establishment will be accepted on a total project basis.
- B. All erosion control items must also be in place and properly maintained prior to acceptance.
- C. Once accepted, Contractor is relieved of any further maintenance or repair.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Protect seed from moisture prior to use.
- B. Place sod on the same day it is delivered.

1.06 SCHEDULE OF WORK

- A. Coordinate turf establishment to minimize lag time after topsoil placement.
- B. Plant seed as detailed in Mn/DOT 2575.

1.07 MAINTENANCE

- A. Maintain and repair all areas until acceptance.

- B. Apply water to saturate soil to 1-foot depth.
- C. Rewater if soaking rain does not occur after 3 days.
- D. Maintain adequate soil moisture in the upper 1-foot for 3 weeks after seeding.
- E. Allow soil moisture to drop after 3 weeks.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Seed: Mn/DOT 3876, Mixture 250, Temporary Seed Mix 110.
- B. Fertilizer:
 - 1. Mn/DOT 3881
 - 2. Slow-release Nitrogen type.
 - 3. NPK: 20-0-10 (phosphorus free).
- C. Mulch: Mn/DOT 3882, Type 1.
- D. Polypropylene Plastic Netting: Mn/DOT 3883.
- E. Erosion Control Blanket: Mn/DOT 3885 -- Category 3.

PART 3 EXECUTION

3.01 SOIL PREPARATIONS

- A. Remove all undesirable weeds as directed.
- B. Loosen topsoil on all areas with 2:1 slopes or flatter prior to seeding or sodding.
- C. Cultivate to a depth of 3 inches using discs or other suitable equipment.
- D. Operate equipment at right angles to direction of drainage.
- E. Fill all washouts prior to cultivation.
- F. Finish all areas to provide a smooth, moist, even textured foundation of uniform density.

3.02 CONSTRUCTION REQUIREMENTS

- A. Applying Fertilizer and Conditioners:
 - 1. Apply fertilizer uniformly over the designated area using mechanical spreading devices.
 - 2. Apply fertilizer at a rate of 450 pounds per acre.
 - 3. Apply fertilizer no more than 48 hours prior to seeding.
 - 4. Apply fertilizer with drop spreader.
- B. Sowing Seed:
 - 1. Apply seed mixture over designated areas at a rate of 70 pounds per acre for Type 250 and 110 pounds per acre for Temporary Seed.
 - 2. Apply seed uniformly by mechanical or hydrospreading method.
 - 3. Firm all seeded areas with a drag or cultipacker immediately after seeding and prior to mulching.
- C. Applying Mulch:
 - 1. Spread mulch uniformly by mechanical means at a rate of 2 tons per acre.
 - 2. Apply mulch in accordance with Mn/DOT 2575.3F.
- D. Disc Anchoring:
 - 1. Anchor Type 1 mulch with a disc which punches the mulch 2 inches - 3 inches into the soil.
 - 2. Anchor mulch immediately after placement.
- E. Placing Erosion Mats:
 - 1. Polypropylene Plastic Netting:
 - a. Place immediately after mulch or sod has been placed.
 - b. Overlap adjacent strips between 2 inches and 4 inches with upstream strip placed on top.
 - c. Secure netting with wire staples, placed 2 - 3 feet apart.
- F. Temporary Seeding:
 - 1. Interim seeding items shall be used to provide stabilization to site grading to comply with permit requirements or

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

RESOLUTION NO. 10-_____

**A RESOLUTION APPROVING A TEMPORARY EASEMENT AGREEMENT
BETWEEN THE CITY OF SOUTH SAINT PAUL AND THE CITY OF INVER GROVE
HEIGHTS ALLOWING THE USE OF A PORTION OF THE SOUTH SAINT PAUL
AIRPORT PROPERTY FOR CITY PROJECT NO. 2010-09D**

WHEREAS, in order to utilize the green space along 70th Street (County Road 26) between Cloman Avenue East and Craig Avenue East, the City of Inver Grove Heights must obtain a Temporary Easement from the City of South Saint Paul, governing entity for the South Saint Paul Airport;

WHEREAS, a copy of the temporary easement agreement is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, the temporary easement agreement is similar to that approved by both municipalities in 2008 and 2009;

WHEREAS, the temporary easement agreement authorizes the City of Inver Grove Heights to use the Easement Area for the removal, placement and stockpiling of excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and other similar purposes which arise or result from construction activities; and for the placement, storage, and removal of construction equipment, construction materials, and a construction trailer used for IGH Project Number 2010-09D South Grove Urban Street Reconstruction Area 5;

WHEREAS, the temporary easement agreement is scheduled to expire on July 1, 2011 in order to allow reasonable time for the Project to fully establish turf within the disturbed area.

WHEREAS, Public Works/Engineering recommends approval of the Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2010-09D for the purposes herein described.

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

1. Authorize the Mayor and Deputy City Clerk to execute a Temporary Easement Agreement in substantial conformity to that agreement attached hereto as Exhibit A.

Passed this 8th day of March, 2010.

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy City Clerk

**CITY OF SOUTH ST. PAUL
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 10-_____

**A RESOLUTION APPROVING A TEMPORARY EASEMENT AGREEMENT
BETWEEN THE CITY OF SOUTH SAINT PAUL AND THE CITY OF INVER GROVE
HEIGHTS ALLOWING THE USE OF A PORTION OF THE SOUTH SAINT PAUL
AIRPORT PROPERTY FOR CITY PROJECT NO. 2010-09D**

WHEREAS, in order to utilize the green space along 70th Street (County Road 26) between Cloman Avenue East and Craig Avenue East, the City of Inver Grove Heights must obtain a Temporary Easement from the City of South Saint Paul, governing entity for the South Saint Paul Airport;

WHEREAS, a copy of the temporary easement agreement is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, the temporary easement agreement is similar to that approved by both municipalities in 2008 and 2009;

WHEREAS, the temporary easement agreement authorizes the City of Inver Grove Heights to use the Easement Area for the removal, placement and stockpiling of excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and other similar purposes which arise or result from construction activities; and for the placement, storage, and removal of construction equipment, construction materials, and a construction trailer used for IGH Project Number 2010-09D South Grove Urban Street Reconstruction Area 5;

WHEREAS, the temporary easement agreement is scheduled to expire on July 1, 2011 in order to allow reasonable time for the Project to fully establish turf within the disturbed area.

WHEREAS, the South St. Paul Airport Manager recommends approval of the Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2010-09D for the purposes herein described.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH ST. PAUL CITY COUNCIL:

1. Authorize the Mayor and City Clerk to execute a Temporary Easement Agreement in substantial conformity to that agreement attached hereto as Exhibit A.

Passed this 15th day of March, 2010.

Beth Baumann, Mayor

Attest:

Christy Wilcox, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING TO CONSIDER APPLICATION FOR A 3.2 OFF-SALE LIQUOR LICENSE – Aldi, Inc. dba Aldi Foods #78

Meeting Date: March 8, 2010
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Melissa Rheaume
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Schedule public hearing on March 22, 2010 to consider the application of Aldi, Inc. dba Aldi Foods #78 for a 3.2 Off-Sale Liquor License for premises located at 1414 Mendota Road E.

SUMMARY:

Aldi, Inc. has submitted an application for a 3.2 Off-Sale Liquor License for the premises located at 1414 Mendota Road E. Aldi, Inc. currently holds a 3.2 Off-Sale Liquor license for their store located on Cahill Avenue and is building an additional store on Mendota Road. The Police Department is conducting the required background investigation on the applicant and the findings will be presented at the public hearing.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING TO CONSIDER APPLICATION FOR TRANSFER OF AN ON-SALE/SUNDAY INTOXICATING LIQUOR LICENSE – Morris Walkers, Ltd. dba Khoury’s Restaurant & Bakery

Meeting Date: March 8, 2010
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Melissa Rheume
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Schedule public hearing on March 22, 2010 to consider the application of Morris Walkers, Ltd. dba Khoury’s Restaurant & Bakery for the transfer an On-Sale/Sunday Intoxicating Liquor License for premises located at 5660 Bishop Ave. E.

SUMMARY:

Mr. Philip Morris, President of Morris Walkers, Ltd. has submitted an application for an On-Sale/Sunday Intoxicating Liquor License for the premises located at 5660 Bishop Ave. E. The Police Department is conducting the required background investigation on the applicant and the findings will be presented at the public hearing.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 8, 2010
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Hugo Garrido.

Please confirm the promotion of: Jeff Lengsfeld as Street Maintenance Lead Worker.

Please confirm the termination of employment of: Beckii Tobias.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Assessment Hearing for City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay

Meeting Date: March 8, 2010
 Item Type: Assessment Hearing *DK*
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *ST*

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

PURPOSE/ACTION REQUESTED

Assessment hearing to consider a resolution adopting the final assessment roll for City Project No. 2008-09G – Cahill Avenue/Brooks Boulevard Mill and Overlay.

SUMMARY

City Project No. 2008-09G was ordered by the City Council on May 26, 2009 as part of the City’s 2009 Pavement Management Program.

There are 496 properties proposed to be assessed. One (1) single-family, 488 townhomes/condos, 3 business/commercial, and 4 City properties.

An information meeting was held for this project on February 24, 2010 to review the final assessments. Everyone to be assessed was invited. One resident showed up. The main topics of concern were:

- What is the policy on assessments related to private street access or public street access. Specifically, he thought Area 11 should not be assessed due to their access to 87th Street.
 - The assessment was based on the front footage along Brooks Boulevard (a public road) and spread uniformly over Area 11.
- In addition, should Area 15 on Birch Boulevard be assessed for Cahill Avenue?
 - This area contains private roads and they would be assessed for improvements on Birch Boulevard when they occur. Area 15 has no driveways to Cahill Avenue.
- The market analysis supports assessments up to \$400/multi-family unit and \$2,000 per single-family home.
- Assessment deferment policy was reviewed and the specific requirements to qualify were discussed.
 - It was noted that deferments are not granted for assessments of \$300 or less. Therefore, only qualified deferment applicants in Areas 5 and 12 exceed this criterion.

The City had a market analysis appraisal completed by an independent appraiser. It was determined that a single-family home could sustain a \$2,000 assessment and a townhome/condo could sustain a \$400 per unit assessment. All townhome/condo assessments are under the \$400.

The total amount proposed to be specially assessed is \$138,311.09 following the recommendation of capping the one single-family residence. An assessment term of five (5) years at an interest rate of five and one-half (5.80) percent is recommended.

The Assessment Hearing Notice was mailed to the affected properties on February 12, 2010. Subsequent feedback from residents has been answered over the phone. One item that should be noted is the issue related to Areas 11 and 12. These areas are being assessed different rates. Area 11 at \$154.20; Area 12 at \$301.55. Both assessments were calculated based on the front footage adjacent to Brooks Boulevard and the project cost/FF was spread equally over the number of units in each area. We have received questions regarding the different rates being charged to Areas 11 and 12 which are in the same association.

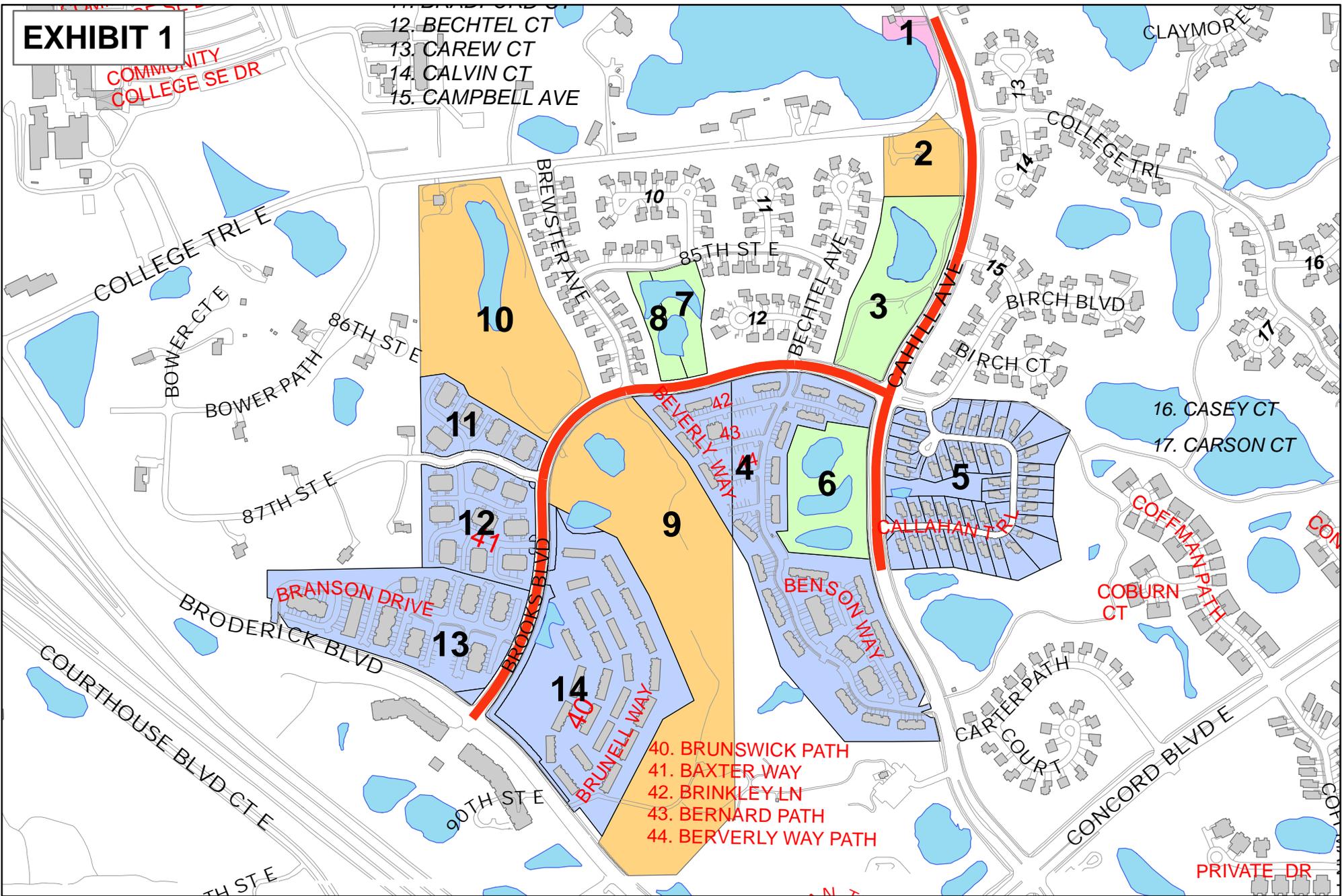
Staff was not aware that Areas 11 and 12 were in the same association (Fairway Hills). In the past, we have spread the total cost of assessments for property owned by an association to all properties that are a part of that association. If the Council wants to equalize the rates within the Association (Areas 11 and 12 only), it is recommended that the Council open the public hearing and receive the public input from those in attendance. This testimony would be followed by the Council's action to continue the assessment hearing to April 12, 2010. In order to equalize the assessments in Areas 11 and 12, a revised final assessment roll and notice of hearing continuation would be published and new assessment notices would be sent to the residents in these areas (11 and 12) informing them of the Council's policy decision and of the new hearing date. All other assessment areas would remain at the assessment amount set during the March 8, 2010 portion of the hearing. This alternate assessment roll is included in the packets (marked Exhibit 1). Areas 11 and 12 would be modified to \$248.93 to equalize the assessments in this Association.

I recommend continuing the hearing to April 12, 2010, publishing a revised assessment notice for the adjusted assessments in the newspaper, and the re-notification of the affected Association (areas 11 and 12) with the revised assessment.

TJK/kf

Attachments: Map
Assessment roll as published
Resolution
Exhibit 1 – revised assessment roll

EXHIBIT 1



PARCELS TO BE ASSESSED:

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

1.03 MILES
OF CENTERLINE
IN MILL & OVERLAY AREA

PROJECT 2008-09G CAHILL/BROOKS MILL & OVERLAY



SOURCE: CITY OF IGH
DATA LOCATION IGH4\PROJECTS_PUBLIC\2008_PROJECTS\
2008-09G_CAHILL_BROOKS\PDFS\2007-09GAssessment.pdf

CITY OF INVER GROVE HEIGHTS
GIS DEPARTMENT
JUNE 2008



**CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
PROPOSED FINAL ASSESSMENT (2/24/10)**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
1	200150001030	Single-Family	8315	CAHILL AVE	\$ 2,000.00
2	200150001531	Commercial			\$ 6,517.50
3	205487001000	City			\$ 18,004.89
4	202565002104	Multi-Family	8579	BRINKLEY LN	\$ 166.20
4	202565002204	Multi-Family	8581	BRINKLEY LN	\$ 166.20
4	202565003804	Multi-Family	8582	BRINKLEY LN	\$ 166.20
4	202565002304	Multi-Family	8583	BRINKLEY LN	\$ 166.20
4	202565002404	Multi-Family	8585	BRINKLEY LN	\$ 166.20
4	202565003704	Multi-Family	8586	BRINKLEY LN	\$ 166.20
4	202565001704	Multi-Family	8587	BRINKLEY LN	\$ 166.20
4	202565003204	Multi-Family	8588	BRINKLEY LN	\$ 166.20
4	202565001804	Multi-Family	8589	BRINKLEY LN	\$ 166.20
4	202565001904	Multi-Family	8591	BRINKLEY LN	\$ 166.20
4	202565003104	Multi-Family	8592	BRINKLEY LN	\$ 166.20
4	202565002004	Multi-Family	8593	BRINKLEY LN	\$ 166.20
4	202565003004	Multi-Family	8594	BRINKLEY LN	\$ 166.20
4	202565000104	Multi-Family	8595	BRINKLEY LN	\$ 166.20
4	202565000204	Multi-Family	8597	BRINKLEY LN	\$ 166.20
4	202565002904	Multi-Family	8598	BRINKLEY LN	\$ 166.20
4	202565000304	Multi-Family	8599	BRINKLEY LN	\$ 166.20
4	202565000404	Multi-Family	8601	BRINKLEY LN	\$ 166.20
4	202565000504	Multi-Family	8603	BRINKLEY LN	\$ 166.20
4	202565001304	Multi-Family	8604	BRINKLEY LN	\$ 166.20
4	202565002504	Multi-Family	8605	BEVERLY WAY	\$ 166.20
4	202565000604	Multi-Family	8605	BRINKLEY LN	\$ 166.20
4	202565001404	Multi-Family	8606	BRINKLEY LN	\$ 166.20
4	202565000704	Multi-Family	8607	BRINKLEY LN	\$ 166.20
4	202565001504	Multi-Family	8608	BRINKLEY LN	\$ 166.20
4	202565002604	Multi-Family	8609	BEVERLY WAY	\$ 166.20
4	202565000804	Multi-Family	8609	BRINKLEY LN	\$ 166.20
4	202565001604	Multi-Family	8610	BRINKLEY LN	\$ 166.20
4	202565000904	Multi-Family	8611	BRINKLEY LN	\$ 166.20
4	202565001004	Multi-Family	8613	BRINKLEY LN	\$ 166.20
4	202565002704	Multi-Family	8615	BEVERLY WAY	\$ 166.20
4	202565001104	Multi-Family	8615	BRINKLEY LN	\$ 166.20
4	202565001204	Multi-Family	8617	BRINKLEY LN	\$ 166.20
4	202565002804	Multi-Family	8619	BEVERLY WAY	\$ 166.20
4	202565004904	Multi-Family	8625	BEVERLY WAY	\$ 166.20
4	202565005004	Multi-Family	8629	BEVERLY WAY	\$ 166.20
4	202565003904	Multi-Family	8631	BERNARD PATH	\$ 166.20
4	202565006004	Multi-Family	8634	BERNARD PATH	\$ 166.20
4	202565004004	Multi-Family	8635	BERNARD PATH	\$ 166.20
4	202565005104	Multi-Family	8635	BEVERLY WAY	\$ 166.20
4	202565004104	Multi-Family	8636	BECHTEL AVE	\$ 166.20
4	202565005204	Multi-Family	8639	BEVERLY WAY	\$ 166.20
4	202565005904	Multi-Family	8640	BERNARD PATH	\$ 166.20
4	202565003304	Multi-Family	8641	BERNARD PATH	\$ 166.20
4	202565004204	Multi-Family	8644	BECHTEL AVE	\$ 166.20
4	202565003404	Multi-Family	8645	BERNARD PATH	\$ 166.20
4	202565005304	Multi-Family	8645	BEVERLY WAY	\$ 166.20
4	202565005804	Multi-Family	8646	BERNARD PATH	\$ 166.20

**CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
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MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
4	202565005404	Multi-Family	8649	BEVERLY WAY	\$ 166.20
4	202565004304	Multi-Family	8650	BECHTEL AVE	\$ 166.20
4	202565003504	Multi-Family	8651	BERNARD PATH	\$ 166.20
4	202565005704	Multi-Family	8652	BERNARD PATH	\$ 166.20
4	202565003604	Multi-Family	8655	BERNARD PATH	\$ 166.20
4	202565005504	Multi-Family	8655	BEVERLY WAY	\$ 166.20
4	202565004404	Multi-Family	8658	BECHTEL AVE	\$ 166.20
4	202565005604	Multi-Family	8659	BEVERLY WAY	\$ 166.20
4	202565004504	Multi-Family	8664	BECHTEL AVE	\$ 166.20
4	202565006104	Multi-Family	8664	BEVERLY WAY	\$ 166.20
4	202565006804	Multi-Family	8665	BEVERLY WAY	\$ 166.20
4	202565006204	Multi-Family	8668	BEVERLY WAY	\$ 166.20
4	202565006704	Multi-Family	8669	BEVERLY WAY	\$ 166.20
4	202565007204	Multi-Family	8671	BECHTEL AVE	\$ 166.20
4	202565004604	Multi-Family	8672	BECHTEL WAY	\$ 166.20
4	202565006304	Multi-Family	8674	BEVERLY WAY	\$ 166.20
4	202565006604	Multi-Family	8675	BEVERLY WAY	\$ 166.20
4	202565006404	Multi-Family	8676	BEVERLY WAY	\$ 166.20
4	202565004704	Multi-Family	8678	BECHTEL AVE	\$ 166.20
4	202565007104	Multi-Family	8679	BECHTEL AVE	\$ 166.20
4	202565006504	Multi-Family	8679	BEVERLY WAY	\$ 166.20
4	202565007004	Multi-Family	8685	BECHTEL AVE	\$ 166.20
4	202565004804	Multi-Family	8686	BECHTEL AVE	\$ 166.20
4	202565007304	Multi-Family	8692	BECHTEL AVE	\$ 166.20
4	202565006904	Multi-Family	8693	BECHTEL AVE	\$ 166.20
4	202565007404	Multi-Family	8698	BECHTEL AVE	\$ 166.20
4	202565007704	Multi-Family	8701	BECHTEL AVE	\$ 166.20
4	202565007504	Multi-Family	8706	BECHTEL AVE	\$ 166.20
4	202565007804	Multi-Family	8709	BECHTEL AVE	\$ 166.20
4	202565007604	Multi-Family	8714	BECHTEL AVE	\$ 166.20
4	202565007904	Multi-Family	8715	BECHTEL AVE	\$ 166.20
4	202565008004	Multi-Family	8723	BECHTEL AVE	\$ 166.20
4	202568013304	Multi-Family	8725	BECHTEL AVE	\$ 166.20
4	202568013204	Multi-Family	8726	BENSON WAY	\$ 166.20
4	202568013404	Multi-Family	8727	BECHTEL AVE	\$ 166.20
4	202568013104	Multi-Family	8728	BENSON WAY	\$ 166.20
4	202568013504	Multi-Family	8729	BECHTEL AVE	\$ 166.20
4	202568013004	Multi-Family	8730	BENSON WAY	\$ 166.20
4	202568013604	Multi-Family	8731	BECHTEL AVE	\$ 166.20
4	202568012904	Multi-Family	8732	BENSON WAY	\$ 166.20
4	202568013704	Multi-Family	8733	BECHTEL AVE	\$ 166.20
4	202568011404	Multi-Family	8734	BECHTEL AVE	\$ 166.20
4	202568012804	Multi-Family	8734	BENSON WAY	\$ 166.20
4	202568013804	Multi-Family	8735	BECHTEL AVE	\$ 166.20
4	202568011304	Multi-Family	8736	BECHTEL AVE	\$ 166.20
4	202568012704	Multi-Family	8736	BENSON WAY	\$ 166.20
4	202568013904	Multi-Family	8737	BECHTEL AVE	\$ 166.20
4	202568011504	Multi-Family	8737	BENSON WAY	\$ 166.20
4	202568011204	Multi-Family	8738	BECHTEL AVE	\$ 166.20
4	202568012604	Multi-Family	8738	BENSON WAY	\$ 166.20
4	202568014004	Multi-Family	8739	BECHTEL AVE	\$ 166.20

**CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
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MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
4	202568011604	Multi-Family	8739	BENSON WAY	\$ 166.20
4	202568011104	Multi-Family	8740	BECHTEL AVE	\$ 166.20
4	202568012504	Multi-Family	8740	BENSON WAY	\$ 166.20
4	202568014104	Multi-Family	8741	BECHTEL AVE	\$ 166.20
4	202568011704	Multi-Family	8741	BENSON WAY	\$ 166.20
4	202568011004	Multi-Family	8742	BECHTEL AVE	\$ 166.20
4	202568012404	Multi-Family	8742	BENSON WAY	\$ 166.20
4	202568014204	Multi-Family	8743	BECHTEL AVE	\$ 166.20
4	202568011804	Multi-Family	8743	BENSON WAY	\$ 166.20
4	202568010904	Multi-Family	8744	BECHTEL AVE	\$ 166.20
4	202568012304	Multi-Family	8744	BENSON WAY	\$ 166.20
4	202568014304	Multi-Family	8745	BECHTEL AVE	\$ 166.20
4	202568011904	Multi-Family	8745	BENSON WAY	\$ 166.20
4	202568009804	Multi-Family	8746	BECHTEL AVE	\$ 166.20
4	202568012204	Multi-Family	8746	BENSON WAY	\$ 166.20
4	202568014404	Multi-Family	8747	BECHTEL AVE	\$ 166.20
4	202568012004	Multi-Family	8747	BENSON WAY	\$ 166.20
4	202568009704	Multi-Family	8748	BECHTEL AVE	\$ 166.20
4	202568012104	Multi-Family	8748	BENSON WAY	\$ 166.20
4	202568014504	Multi-Family	8749	BECHTEL AVE	\$ 166.20
4	202568009604	Multi-Family	8750	BECHTEL AVE	\$ 166.20
4	202568010804	Multi-Family	8750	BENSON WAY	\$ 166.20
4	202568014604	Multi-Family	8751	BECHTEL AVE	\$ 166.20
4	202568009904	Multi-Family	8751	BENSON WAY	\$ 166.20
4	202568009504	Multi-Family	8752	BECHTEL AVE	\$ 166.20
4	202568010704	Multi-Family	8752	BENSON WAY	\$ 166.20
4	202568114704	Multi-Family	8753	BECHTEL AVE	\$ 166.20
4	202568010004	Multi-Family	8753	BENSON WAY	\$ 166.20
4	202568009004	Multi-Family	8754	BECHTEL AVE	\$ 166.20
4	202568010604	Multi-Family	8754	BENSON WAY	\$ 166.20
4	202568114804	Multi-Family	8755	BECHTEL AVE	\$ 166.20
4	202568010104	Multi-Family	8755	BENSON WAY	\$ 166.20
4	202568008904	Multi-Family	8756	BECHTEL AVE	\$ 166.20
4	202568010504	Multi-Family	8756	BENSON WAY	\$ 166.20
4	202568114904	Multi-Family	8757	BECHTEL AVE	\$ 166.20
4	202568010204	Multi-Family	8757	BENSON WAY	\$ 166.20
4	202568008804	Multi-Family	8758	BECHTEL AVE	\$ 166.20
4	202568010404	Multi-Family	8758	BENSON WAY	\$ 166.20
4	202568115004	Multi-Family	8759	BECHTEL AVE	\$ 166.20
4	202568008704	Multi-Family	8760	BECHTEL AVE	\$ 166.20
4	202568010304	Multi-Family	8760	BENSON WAY	\$ 166.20
4	202568115104	Multi-Family	8761	BECHTEL AVE	\$ 166.20
4	202568009104	Multi-Family	8761	BENSON WAY	\$ 166.20
4	202568008604	Multi-Family	8762	BENSON WAY	\$ 166.20
4	202568115204	Multi-Family	8763	BECHTEL AVE	\$ 166.20
4	202568009204	Multi-Family	8763	BENSON WAY	\$ 166.20
4	202568008504	Multi-Family	8764	BENSON WAY	\$ 166.20
4	202568115304	Multi-Family	8765	BECHTEL AVE S	\$ 166.20
4	202568009304	Multi-Family	8765	BENSON WAY	\$ 166.20
4	202568008404	Multi-Family	8766	BENSON WAY	\$ 166.20
4	202568115404	Multi-Family	8767	BECHTEL AVE	\$ 166.20

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MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
4	202568009404	Multi-Family	8767	BENSON WAY	\$ 166.20
4	202568008304	Multi-Family	8768	BENSON WAY	\$ 166.20
4	202568115504	Multi-Family	8769	BECHTEL AVE	\$ 166.20
4	202568008204	Multi-Family	8770	BENSON WAY	\$ 166.20
4	202568115604	Multi-Family	8771	BECHTEL AVE	\$ 166.20
4	202568008104	Multi-Family	8772	BENSON WAY	\$ 166.20
4	202568115704	Multi-Family	8773	BECHTEL AVE	\$ 166.20
4	202568115804	Multi-Family	8775	BECHTEL AVE	\$ 166.20
5	201185101001	Multi-Family	8634	CALLAHAN TRL	\$ 316.85
5	201185501001	Multi-Family	8635	CALLAHAN TRL	\$ 316.85
5	201185102001	Multi-Family	8638	CALLAHAN TRL	\$ 316.85
5	201185502001	Multi-Family	8641	CALLAHAN TRL	\$ 316.85
5	201185103001	Multi-Family	8644	CALLAHAN TRL	\$ 316.85
5	201185503001	Multi-Family	8647	CALLAHAN TRL	\$ 316.85
5	201185104001	Multi-Family	8648	CALLAHAN TRL	\$ 316.85
5	201185504001	Multi-Family	8651	CALLAHAN TRL	\$ 316.85
5	201185105001	Multi-Family	8654	CALLAHAN TRL	\$ 316.85
5	201185505001	Multi-Family	8657	CALLAHAN TRL	\$ 316.85
5	201185106001	Multi-Family	8658	CALLAHAN TRL	\$ 316.85
5	201185106002	Multi-Family	8663	CALLAHAN TRL	\$ 316.85
5	201185107001	Multi-Family	8664	CALLAHAN TRL	\$ 316.85
5	201185108001	Multi-Family	8668	CALLAHAN TRL	\$ 316.85
5	201185107002	Multi-Family	8669	CALLAHAN TRL	\$ 316.85
5	201185108002	Multi-Family	8673	CALLAHAN TRL	\$ 316.85
5	201185109001	Multi-Family	8674	CALLAHAN TRL	\$ 316.85
5	201185110001	Multi-Family	8678	CALLAHAN TRL	\$ 316.85
5	201185109002	Multi-Family	8679	CALLAHAN TRL	\$ 316.85
5	201185111001	Multi-Family	8684	CALLAHAN TRL	\$ 316.85
5	201185110002	Multi-Family	8685	CALLAHAN TRL	\$ 316.85
5	201185112001	Multi-Family	8688	CALLAHAN TRL	\$ 316.85
5	201185111002	Multi-Family	8691	CALLAHAN TRL	\$ 316.85
5	201185113001	Multi-Family	8694	CALLAHAN TRL	\$ 316.85
5	201185501002	Multi-Family	8695	CALLAHAN TRL	\$ 316.85
5	201185114001	Multi-Family	8698	CALLAHAN TRL	\$ 316.85
5	201185502002	Multi-Family	8701	CALLAHAN TRL	\$ 316.85
5	201185115001	Multi-Family	8704	CALLAHAN TRL	\$ 316.85
5	201185103003	Multi-Family	8707	CALLAHAN TRL	\$ 316.85
5	201185116001	Multi-Family	8708	CALLAHAN TRL	\$ 316.85
5	201185104003	Multi-Family	8713	CALLAHAN TRL	\$ 316.85
5	201185117001	Multi-Family	8714	CALLAHAN TRL	\$ 316.85
5	201185105003	Multi-Family	8717	CALLAHAN TRL	\$ 316.85
5	201185118001	Multi-Family	8718	CALLAHAN TRL	\$ 316.85
5	201185106003	Multi-Family	8723	CALLAHAN TRL	\$ 316.85
5	201185119001	Multi-Family	8724	CALLAHAN TRL	\$ 316.85
5	201185120001	Multi-Family	8728	CALLAHAN TRL	\$ 316.85
5	201185107003	Multi-Family	8729	CALLAHAN TRL	\$ 316.85
5	201185121001	Multi-Family	8734	CALLAHAN TRL	\$ 316.85
5	201185108003	Multi-Family	8735	CALLAHAN TRL	\$ 316.85
5	201185122001	Multi-Family	8738	CALLAHAN TRL	\$ 316.85
5	201185109003	Multi-Family	8739	CALLAHAN TRL	\$ 316.85
5	201185123001	Multi-Family	8744	CALLAHAN TRL	\$ 316.85

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MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
5	201185110003	Multi-Family	8745	CALLAHAN TRL	\$ 316.85
6	202565001000	City			\$ 2,789.02
7	205487007000	City			\$ 2,033.46
8	205489008000	City			\$ 2,727.16
9	201187501002	Commercial			\$ 11,027.14
10	201187501001	Commercial			\$ 6,342.12
11	201185402004	Multi-Family	2726	87TH ST E	\$ 154.20
11	201185401904	Multi-Family	2734	87TH ST E	\$ 154.20
11	201185401604	Multi-Family	2754	87TH ST E	\$ 154.20
11	201185401504	Multi-Family	2762	87TH ST E	\$ 154.20
11	201185401304	Multi-Family	2768	87TH ST E	\$ 154.20
11	201185401704	Multi-Family	2772	87TH ST E	\$ 154.20
11	201185401404	Multi-Family	2776	87TH ST E	\$ 154.20
11	201185401204	Multi-Family	2782	87TH ST E	\$ 154.20
11	201185401804	Multi-Family	2786	87TH ST E	\$ 154.20
11	201185401104	Multi-Family	2790	87TH ST E	\$ 154.20
11	201185400904	Multi-Family	2796	87TH ST E	\$ 154.20
11	201185401004	Multi-Family	2804	87TH ST E	\$ 154.20
11	201185400804	Multi-Family	2810	87TH ST E	\$ 154.20
11	201185400704	Multi-Family	2818	87TH ST E	\$ 154.20
11	201185400504	Multi-Family	2824	87TH ST E	\$ 154.20
11	201185400604	Multi-Family	2832	87TH ST E	\$ 154.20
11	201185400404	Multi-Family	2838	87TH ST E	\$ 154.20
11	201185400304	Multi-Family	2846	87TH ST E	\$ 154.20
11	201185400104	Multi-Family	2852	87TH ST E	\$ 154.20
11	201185400204	Multi-Family	2860	87TH ST E	\$ 154.20
12	201185402104	Multi-Family	2727	87TH ST E	\$ 301.55
12	201185402204	Multi-Family	2733	87TH ST E	\$ 301.55
12	201185402504	Multi-Family	2835	87TH ST E	\$ 301.55
12	201185402604	Multi-Family	2841	87TH ST E	\$ 301.55
12	201185402904	Multi-Family	2853	87TH ST E	\$ 301.55
12	201185403004	Multi-Family	2859	87TH ST E	\$ 301.55
12	201185402804	Multi-Family	8704	BAXTER WAY	\$ 301.55
12	201185402404	Multi-Family	8705	BAXTER WAY	\$ 301.55
12	201185402704	Multi-Family	8706	BAXTER WAY	\$ 301.55
12	201185403304	Multi-Family	8708	BAXTER WAY	\$ 301.55
12	201185402304	Multi-Family	8709	BAXTER WAY	\$ 301.55
12	201185403404	Multi-Family	8710	BAXTER WAY	\$ 301.55
12	201185403204	Multi-Family	8712	BAXTER WAY	\$ 301.55
12	201185404104	Multi-Family	8713	BAXTER WAY	\$ 301.55
12	201185403104	Multi-Family	8714	BAXTER WAY	\$ 301.55
12	201185403704	Multi-Family	8716	BAXTER WAY	\$ 301.55
12	201185404204	Multi-Family	8717	BAXTER WAY	\$ 301.55
12	201185403804	Multi-Family	8718	BAXTER WAY	\$ 301.55
12	201185404404	Multi-Family	8721	BAXTER WAY	\$ 301.55
12	201185404304	Multi-Family	8725	BAXTER WAY	\$ 301.55
12	201185404604	Multi-Family	8729	BAXTER WAY	\$ 301.55
12	201185404704	Multi-Family	8733	BAXTER WAY	\$ 301.55
12	201185404504	Multi-Family	8737	BAXTER WAY	\$ 301.55
12	201185403604	Multi-Family	8738	BAXTER WAY	\$ 301.55
12	201185404804	Multi-Family	8741	BAXTER WAY	\$ 301.55

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MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
12	201185405004	Multi-Family	8745	BAXTER WAY	\$ 301.55
12	201185403504	Multi-Family	8746	BAXTER WAY	\$ 301.55
12	201185404904	Multi-Family	8749	BAXTER WAY	\$ 301.55
12	201185405104	Multi-Family	8753	BAXTER WAY	\$ 301.55
12	201185405204	Multi-Family	8757	BAXTER WAY	\$ 301.55
12	201185405504	Multi-Family	8761	BAXTER WAY	\$ 301.55
12	201185404004	Multi-Family	8764	BAXTER WAY	\$ 301.55
12	201185405404	Multi-Family	8765	BAXTER WAY	\$ 301.55
12	201185405604	Multi-Family	8769	BAXTER WAY	\$ 301.55
12	201185403904	Multi-Family	8772	BAXTER WAY	\$ 301.55
12	201185405304	Multi-Family	8773	BAXTER WAY	\$ 301.55
13	201185708102	Multi-Family	8747	BRANSON DR	\$ 141.94
13	201185708202	Multi-Family	8749	BRANSON DR	\$ 141.94
13	201185708302	Multi-Family	8751	BRANSON DR	\$ 141.94
13	201185708402	Multi-Family	8753	BRANSON DR	\$ 141.94
13	201185708502	Multi-Family	8755	BRANSON DR	\$ 141.94
13	201185708602	Multi-Family	8757	BRANSON DR	\$ 141.94
13	201185709202	Multi-Family	8759	BRANSON DR	\$ 141.94
13	201185709102	Multi-Family	8761	BRANSON DR	\$ 141.94
13	201185709002	Multi-Family	8763	BRANSON DR	\$ 141.94
13	201185708902	Multi-Family	8765	BRANSON DR	\$ 141.94
13	201185708802	Multi-Family	8767	BRANSON DR	\$ 141.94
13	201185708702	Multi-Family	8769	BRANSON DR	\$ 141.94
13	201185708002	Multi-Family	8771	BRANSON DR	\$ 141.94
13	201185707902	Multi-Family	8773	BRANSON DR	\$ 141.94
13	201185707802	Multi-Family	8775	BRANSON DR	\$ 141.94
13	201185707702	Multi-Family	8777	BRANSON DR	\$ 141.94
13	201185707602	Multi-Family	8779	BRANSON DR	\$ 141.94
13	201185707502	Multi-Family	8781	BRANSON DR	\$ 141.94
13	201185706902	Multi-Family	8783	BRANSON DR	\$ 141.94
13	201185707002	Multi-Family	8785	BRANSON DR	\$ 141.94
13	201185707102	Multi-Family	8787	BRANSON DR	\$ 141.94
13	201185707202	Multi-Family	8789	BRANSON DR	\$ 141.94
13	201185707302	Multi-Family	8791	BRANSON DR	\$ 141.94
13	201185707402	Multi-Family	8793	BRANSON DR	\$ 141.94
13	201185706802	Multi-Family	8795	BRANSON DR	\$ 141.94
13	201185706702	Multi-Family	8797	BRANSON DR	\$ 141.94
13	201185706602	Multi-Family	8799	BRANSON DR	\$ 141.94
13	201185706502	Multi-Family	8801	BRANSON LN	\$ 141.94
13	201185706402	Multi-Family	8803	BRANSON DR	\$ 141.94
13	201185706302	Multi-Family	8805	BRANSON DR	\$ 141.94
13	201185705702	Multi-Family	8807	BRANSON DR	\$ 141.94
13	201185705802	Multi-Family	8809	BRANSON DR	\$ 141.94
13	201185705902	Multi-Family	8811	BRANSON DR	\$ 141.94
13	201185706002	Multi-Family	8813	BRANSON DR	\$ 141.94
13	201185706102	Multi-Family	8815	BRANSON DR	\$ 141.94
13	201185706202	Multi-Family	8817	BRANSON DR	\$ 141.94
13	201185705202	Multi-Family	8819	BRANSON DR	\$ 141.94
13	201185705402	Multi-Family	8820	BRANSON DR	\$ 141.94
13	201185705102	Multi-Family	8821	BRANSON DR	\$ 141.94
13	201185705302	Multi-Family	8822	BRANSON DR	\$ 141.94

**CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
PROPOSED FINAL ASSESSMENT (2/24/10)**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
13	201185705002	Multi-Family	8823	BRANSON DR	\$ 141.94
13	201185705502	Multi-Family	8824	BRANSON DR	\$ 141.94
13	201185704902	Multi-Family	8825	BRANSON DR	\$ 141.94
13	201185705602	Multi-Family	8826	BRANSON DR	\$ 141.94
13	201185704502	Multi-Family	8827	BRANSON DR	\$ 141.94
13	201185604002	Multi-Family	8828	BRANSON DR	\$ 141.94
13	201185704602	Multi-Family	8829	BRANSON DR	\$ 141.94
13	201185603902	Multi-Family	8830	BRANSON DR	\$ 141.94
13	201185704702	Multi-Family	8831	BRANSON DR	\$ 141.94
13	201185603802	Multi-Family	8832	BRANSON DR	\$ 141.94
13	201185704802	Multi-Family	8833	BRANSON DR	\$ 141.94
13	201185603702	Multi-Family	8834	BRANSON DR	\$ 141.94
13	201185603602	Multi-Family	8835	BRANSON DR	\$ 141.94
13	201185604102	Multi-Family	8836	BRANSON DR	\$ 141.94
13	201185603502	Multi-Family	8837	BRANSON DR	\$ 141.94
13	201185604202	Multi-Family	8838	BRANSON DR	\$ 141.94
13	201185603402	Multi-Family	8839	BRANSON DR	\$ 141.94
13	201185604302	Multi-Family	8840	BRANSON DR	\$ 141.94
13	201185603302	Multi-Family	8841	BRANSON DR	\$ 141.94
13	201185604402	Multi-Family	8842	BRANSON DR	\$ 141.94
13	201185603202	Multi-Family	8843	BRANSON DR	\$ 141.94
13	201185602002	Multi-Family	8844	BRANSON DR	\$ 141.94
13	201185603102	Multi-Family	8845	BRANSON DR	\$ 141.94
13	201185601902	Multi-Family	8846	BRANSON DR	\$ 141.94
13	201185602502	Multi-Family	8847	BRANSON DR	\$ 141.94
13	201185601802	Multi-Family	8848	BRANSON DR	\$ 141.94
13	201185602602	Multi-Family	8849	BRANSON DR	\$ 141.94
13	201185601702	Multi-Family	8850	BRANSON DR	\$ 141.94
13	201185602702	Multi-Family	8851	BRANSON DR	\$ 141.94
13	201185602102	Multi-Family	8852	BRANSON DR	\$ 141.94
13	201185602802	Multi-Family	8853	BRANSON DR	\$ 141.94
13	201185602202	Multi-Family	8854	BRANSON DR	\$ 141.94
13	201185602902	Multi-Family	8855	BRANSON DR	\$ 141.94
13	201185602302	Multi-Family	8856	BRANSON DR	\$ 141.94
13	201185603002	Multi-Family	8857	BRANSON DR	\$ 141.94
13	201185602402	Multi-Family	8858	BRANSON DR	\$ 141.94
13	201185600802	Multi-Family	8859	BRANSON DR	\$ 141.94
13	201185601202	Multi-Family	8860	BRANSON DR	\$ 141.94
13	201185600702	Multi-Family	8861	BRANSON DR	\$ 141.94
13	201185601102	Multi-Family	8862	BRANSON DR	\$ 141.94
13	201185600602	Multi-Family	8863	BRANSON DR	\$ 141.94
13	201185601002	Multi-Family	8864	BRANSON DR	\$ 141.94
13	201185600502	Multi-Family	8865	BRANSON DR	\$ 141.94
13	201185600902	Multi-Family	8866	BRANSON DR	\$ 141.94
13	201185600102	Multi-Family	8867	BRANSON DR	\$ 141.94
13	201185601302	Multi-Family	8868	BRANSON DR	\$ 141.94
13	201185600202	Multi-Family	8869	BRANSON DR	\$ 141.94
13	201185601402	Multi-Family	8870	BRANSON DR	\$ 141.94
13	201185600302	Multi-Family	8871	BRANSON DR	\$ 141.94
13	201185601502	Multi-Family	8872	BRANSON DR	\$ 141.94
13	201185600402	Multi-Family	8873	BRANSON DR	\$ 141.94

**CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
PROPOSED FINAL ASSESSMENT (2/24/10)**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
13	201185601602	Multi-Family	8874	BRANSON DR	\$ 141.94
14	201177710102	Multi-Family	8732	BRUNELL WAY	\$ 142.54
14	201177750403	Multi-Family	8733	BRUNELL WAY	\$ 142.54
14	201177710202	Multi-Family	8736	BRUNELL WAY	\$ 142.54
14	201177750303	Multi-Family	8737	BRUNELL WAY	\$ 142.54
14	201177710302	Multi-Family	8740	BRUNELL WAY	\$ 142.54
14	201177750203	Multi-Family	8741	BRUNELL WAY	\$ 142.54
14	201177710402	Multi-Family	8744	BRUNELL WAY	\$ 142.54
14	201177750103	Multi-Family	8745	BRUNELL WAY	\$ 142.54
14	201177710502	Multi-Family	8748	BRUNELL WAY	\$ 142.54
14	201177710602	Multi-Family	8752	BRUNELL WAY	\$ 142.54
14	201177720102	Multi-Family	8756	BRUNELL WAY	\$ 142.54
14	201177720202	Multi-Family	8760	BRUNELL WAY	\$ 142.54
14	201177720302	Multi-Family	8764	BRUNELL WAY	\$ 142.54
14	201177720402	Multi-Family	8768	BRUNELL WAY	\$ 142.54
14	201177740103	Multi-Family	8770	BRUNSWICK PATH	\$ 142.54
14	201177720502	Multi-Family	8772	BRUNELL WAY	\$ 142.54
14	201177740203	Multi-Family	8774	BRUNSWICK PATH	\$ 142.54
14	201177720602	Multi-Family	8776	BRUNELL WAY	\$ 142.54
14	201177740303	Multi-Family	8778	BRUNSWICK PATH	\$ 142.54
14	201177760503	Multi-Family	8779	BRUNELL WAY	\$ 142.54
14	201177730102	Multi-Family	8780	BRUNELL WAY	\$ 142.54
14	201177740403	Multi-Family	8782	BRUNSWICK PATH	\$ 142.54
14	201177760403	Multi-Family	8783	BRUNELL WAY	\$ 142.54
14	201177730202	Multi-Family	8784	BRUNELL WAY	\$ 142.54
14	201177740503	Multi-Family	8786	BRUNSWICK PATH	\$ 142.54
14	201177760303	Multi-Family	8787	BRUNELL WAY	\$ 142.54
14	201177730302	Multi-Family	8788	BRUNELL WAY	\$ 142.54
14	201177740603	Multi-Family	8790	BRUNSWICK PATH	\$ 142.54
14	201177760203	Multi-Family	8791	BRUNELL WAY	\$ 142.54
14	201177730402	Multi-Family	8792	BRUNELL WAY	\$ 142.54
14	201177730603	Multi-Family	8793	BRUNSWICK PATH	\$ 142.54
14	201177760103	Multi-Family	8795	BRUNELL WAY	\$ 142.54
14	201177730502	Multi-Family	8796	BRUNELL WAY	\$ 142.54
14	201177740104	Multi-Family	8796	BRUNSWICK PATH	\$ 142.54
14	201177730503	Multi-Family	8797	BRUNSWICK PATH	\$ 142.54
14	201177730602	Multi-Family	8800	BRUNELL WAY	\$ 142.54
14	201177740204	Multi-Family	8800	BRUNSWICK PATH	\$ 142.54
14	201177770603	Multi-Family	8801	BRUNELL WAY	\$ 142.54
14	201177730403	Multi-Family	8801	BRUNSWICK PATH	\$ 142.54
14	201177740102	Multi-Family	8804	BRUNELL WAY	\$ 142.54
14	201177740304	Multi-Family	8804	BRUNSWICK PATH	\$ 142.54
14	201177770503	Multi-Family	8805	BRUNELL WAY	\$ 142.54
14	201177730303	Multi-Family	8805	BRUNSWICK PATH	\$ 142.54
14	201177740202	Multi-Family	8808	BRUNELL WAY	\$ 142.54
14	201177740404	Multi-Family	8808	BRUNSWICK PATH	\$ 142.54
14	201177770403	Multi-Family	8809	BRUNELL WAY	\$ 142.54
14	201177730203	Multi-Family	8809	BRUNSWICK PATH	\$ 142.54
14	201177740302	Multi-Family	8812	BRUNELL WAY	\$ 142.54
14	201177740504	Multi-Family	8812	BRUNSWICK PATH	\$ 142.54
14	201177770303	Multi-Family	8813	BRUNELL WAY	\$ 142.54

**CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
PROPOSED FINAL ASSESSMENT (2/24/10)**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
14	201177730103	Multi-Family	8813	BRUNSWICK PATH	\$ 142.54
14	201177740402	Multi-Family	8816	BRUNELL WAY	\$ 142.54
14	201177740604	Multi-Family	8816	BRUNSWICK PATH	\$ 142.54
14	201177770203	Multi-Family	8817	BRUNELL WAY	\$ 142.54
14	201177740502	Multi-Family	8820	BRUNELL WAY	\$ 142.54
14	201177730104	Multi-Family	8820	BRUNSWICK PATH	\$ 142.54
14	201177770103	Multi-Family	8821	BRUNELL WAY	\$ 142.54
14	201177720603	Multi-Family	8821	BRUNSWICK PATH	\$ 142.54
14	201177740602	Multi-Family	8824	BRUNELL WAY	\$ 142.54
14	201177730204	Multi-Family	8824	BRUNSWICK PATH	\$ 142.54
14	201177720503	Multi-Family	8825	BRUNSWICK PATH	\$ 142.54
14	201177780503	Multi-Family	8827	BRUNELL WAY	\$ 142.54
14	201177750102	Multi-Family	8828	BRUNELL WAY	\$ 142.54
14	201177730304	Multi-Family	8828	BRUNSWICK PATH	\$ 142.54
14	201177720403	Multi-Family	8829	BRUNSWICK PATH	\$ 142.54
14	201177780403	Multi-Family	8831	BRUNELL WAY	\$ 142.54
14	201177750202	Multi-Family	8832	BRUNELL WAY	\$ 142.54
14	201177730404	Multi-Family	8832	BRUNSWICK PATH	\$ 142.54
14	201177720303	Multi-Family	8833	BRUNSWICK PATH	\$ 142.54
14	201177780303	Multi-Family	8835	BRUNELL WAY	\$ 142.54
14	201177750302	Multi-Family	8836	BRUNELL WAY	\$ 142.54
14	201177730504	Multi-Family	8836	BRUNSWICK PATH	\$ 142.54
14	201177720203	Multi-Family	8837	BRUNSWICK PATH	\$ 142.54
14	201177780203	Multi-Family	8839	BRUNELL WAY	\$ 142.54
14	201177750402	Multi-Family	8840	BRUNELL WAY	\$ 142.54
14	201177730604	Multi-Family	8840	BRUNSWICK PATH	\$ 142.54
14	201177720103	Multi-Family	8841	BRUNSWICK PATH	\$ 142.54
14	201177780103	Multi-Family	8843	BRUNELL WAY	\$ 142.54
14	201177750502	Multi-Family	8844	BRUNELL WAY	\$ 142.54
14	201177720104	Multi-Family	8844	BRUNSWICK PATH	\$ 142.54
14	201177750602	Multi-Family	8848	BRUNELL WAY	\$ 142.54
14	201177720204	Multi-Family	8848	BRUNSWICK PATH	\$ 142.54
14	201177710603	Multi-Family	8849	BRUNSWICK PATH	\$ 142.54
14	201177760102	Multi-Family	8852	BRUNELL WAY	\$ 142.54
14	201177720304	Multi-Family	8852	BRUNSWICK PATH	\$ 142.54
14	201177790603	Multi-Family	8853	BRUNELL WAY	\$ 142.54
14	201177710503	Multi-Family	8853	BRUNSWICK PATH	\$ 142.54
14	201177760202	Multi-Family	8856	BRUNELL WAY	\$ 142.54
14	201177720404	Multi-Family	8856	BRUNSWICK PATH	\$ 142.54
14	201177790503	Multi-Family	8857	BRUNELL WAY	\$ 142.54
14	201177710403	Multi-Family	8857	BRUNSWICK PATH	\$ 142.54
14	201177760302	Multi-Family	8860	BRUNELL WAY	\$ 142.54
14	201177720504	Multi-Family	8860	BRUNSWICK PATH	\$ 142.54
14	201177790403	Multi-Family	8861	BRUNELL WAY	\$ 142.54
14	201177710303	Multi-Family	8861	BRUNSWICK PATH	\$ 142.54
14	201177760402	Multi-Family	8864	BRUNELL WAY	\$ 142.54
14	201177720604	Multi-Family	8864	BRUNSWICK PATH	\$ 142.54
14	201177790303	Multi-Family	8865	BRUNELL WAY	\$ 142.54
14	201177710203	Multi-Family	8865	BRUNSWICK PATH	\$ 142.54
14	201177760502	Multi-Family	8868	BRUNELL WAY	\$ 142.54
14	201177790203	Multi-Family	8869	BRUNELL WAY	\$ 142.54

**CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
PROPOSED FINAL ASSESSMENT (2/24/10)**

MAP NO.	PID NO.	TYPE	HOUSE	STREET	ASSESSMENT WITH CAP
14	201177710103	Multi-Family	8869	BRUNSWICK PATH	\$ 142.54
14	201177760602	Multi-Family	8872	BRUNELL WAY	\$ 142.54
14	201177790103	Multi-Family	8873	BRUNELL WAY	\$ 142.54
14	201177770102	Multi-Family	8876	BRUNELL WAY	\$ 142.54
14	201177700604	Multi-Family	8877	BRUNELL WAY	\$ 142.54
14	201177700503	Multi-Family	8877	BRUNSWICK PATH	\$ 142.54
14	201177770202	Multi-Family	8880	BRUNELL WAY	\$ 142.54
14	201177700504	Multi-Family	8881	BRUNELL WAY	\$ 142.54
14	201177700403	Multi-Family	8881	BRUNSWICK PATH	\$ 142.54
14	201177770302	Multi-Family	8884	BRUNELL WAY	\$ 142.54
14	201177700404	Multi-Family	8885	BRUNELL WAY	\$ 142.54
14	201177700303	Multi-Family	8885	BRUNSWICK PATH	\$ 142.54
14	201177770402	Multi-Family	8888	BRUNELL WAY	\$ 142.54
14	201177710104	Multi-Family	8888	BRUNSWICK PATH	\$ 142.54
14	201177700304	Multi-Family	8889	BRUNELL WAY	\$ 142.54
14	201177700203	Multi-Family	8889	BRUNSWICK PATH	\$ 142.54
14	201177770502	Multi-Family	8892	BRUNELL WAY	\$ 142.54
14	201177710204	Multi-Family	8892	BRUNSWICK PATH	\$ 142.54
14	201177700204	Multi-Family	8893	BRUNELL WAY	\$ 142.54
14	201177700103	Multi-Family	8893	BRUNSWICK PATH	\$ 142.54
14	201177770602	Multi-Family	8896	BRUNELL WAY	\$ 142.54
14	201177700104	Multi-Family	8897	BRUNELL WAY	\$ 142.54
14	201177780102	Multi-Family	8900	BRUNELL WAY	\$ 142.54
14	201177710304	Multi-Family	8900	BRUNSWICK PATH	\$ 142.54
14	201177790602	Multi-Family	8901	BRUNSWICK PATH	\$ 142.54
14	201177780202	Multi-Family	8904	BRUNELL WAY	\$ 142.54
14	201177710404	Multi-Family	8904	BRUNSWICK PATH	\$ 142.54
14	201177790502	Multi-Family	8905	BRUNSWICK PATH	\$ 142.54
14	201177780302	Multi-Family	8908	BRUNELL WAY	\$ 142.54
14	201177710504	Multi-Family	8908	BRUNSWICK PATH	\$ 142.54
14	201177790402	Multi-Family	8909	BRUNSWICK PATH	\$ 142.54
14	201177780402	Multi-Family	8912	BRUNELL WAY	\$ 142.54
14	201177790302	Multi-Family	8913	BRUNSWICK PATH	\$ 142.54
14	201177780502	Multi-Family	8916	BRUNELL WAY	\$ 142.54
14	201177790202	Multi-Family	8917	BRUNSWICK PATH	\$ 142.54
14	201177780602	Multi-Family	8920	BRUNELL WAY	\$ 142.54
14	201177790102	Multi-Family	8921	BRUNSWICK PATH	\$ 142.54

\$ 138,311.09

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

RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR THE 2009 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09G – CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY

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. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay.

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 and such assessments shall bear interest at the rate of 5.8 percent. The first of the installments to be payable on or before the first Monday in January 2011, and shall bear interest at the rate of 5.8 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 8th day of March 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

EXHIBIT 1
CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
1	200150001030	Single-Family	8315	CAHILL AVE	348.00	0.00	348.00	\$ 11.85	\$ 4,123.80	\$ 2,000.00
2	200150001631	Commercial			275.00	0.00	275.00	\$ 23.70	\$ 6,517.50	\$ 6,517.50
3	20487001000	City			759.70	0.00	759.70	\$ 23.70	\$ 18,004.89	\$ 18,004.89
4	202565002104	Multi-Family	8579	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565002204	Multi-Family	8581	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565003804	Multi-Family	8582	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565002304	Multi-Family	8583	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565002404	Multi-Family	8585	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565003704	Multi-Family	8586	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001704	Multi-Family	8587	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565003204	Multi-Family	8588	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001804	Multi-Family	8589	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001904	Multi-Family	8591	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565003104	Multi-Family	8592	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565002004	Multi-Family	8593	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565003004	Multi-Family	8594	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565000104	Multi-Family	8595	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565000204	Multi-Family	8597	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565002904	Multi-Family	8598	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565000304	Multi-Family	8599	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565000404	Multi-Family	8601	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565000504	Multi-Family	8603	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001304	Multi-Family	8604	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565002504	Multi-Family	8605	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565000604	Multi-Family	8605	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001404	Multi-Family	8606	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565000704	Multi-Family	8607	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001504	Multi-Family	8608	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565002604	Multi-Family	8609	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565000804	Multi-Family	8609	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001604	Multi-Family	8610	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565000904	Multi-Family	8611	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001004	Multi-Family	8613	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565002704	Multi-Family	8615	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001104	Multi-Family	8615	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565001204	Multi-Family	8617	BRINKLEY LN	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565002804	Multi-Family	8619	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004904	Multi-Family	8625	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565005004	Multi-Family	8629	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565003904	Multi-Family	8631	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	2025650006004	Multi-Family	8634	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004004	Multi-Family	8635	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	2025650005104	Multi-Family	8635	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004104	Multi-Family	8636	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565005204	Multi-Family	8639	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565005904	Multi-Family	8640	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20

EXHIBIT 1
CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
4	202565003304	Multi-Family	8641	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004204	Multi-Family	8644	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565003404	Multi-Family	8645	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565005304	Multi-Family	8645	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565005804	Multi-Family	8646	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565005404	Multi-Family	8649	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004304	Multi-Family	8650	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565003504	Multi-Family	8651	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565005704	Multi-Family	8652	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565003604	Multi-Family	8655	BERNARD PATH	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565005504	Multi-Family	8655	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004404	Multi-Family	8658	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565005604	Multi-Family	8659	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004504	Multi-Family	8664	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565006104	Multi-Family	8664	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565006804	Multi-Family	8665	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565006204	Multi-Family	8668	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565006704	Multi-Family	8669	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007204	Multi-Family	8671	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004604	Multi-Family	8672	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565006604	Multi-Family	8675	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565006404	Multi-Family	8676	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004704	Multi-Family	8678	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007104	Multi-Family	8679	BEVERLY WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565006504	Multi-Family	8679	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007004	Multi-Family	8685	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565004804	Multi-Family	8686	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007304	Multi-Family	8692	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565006904	Multi-Family	8693	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007404	Multi-Family	8698	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007704	Multi-Family	8701	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007504	Multi-Family	8706	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007804	Multi-Family	8709	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007604	Multi-Family	8714	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565007904	Multi-Family	8715	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202565008004	Multi-Family	8723	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013304	Multi-Family	8725	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013204	Multi-Family	8726	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013404	Multi-Family	8727	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013104	Multi-Family	8728	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013504	Multi-Family	8729	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013004	Multi-Family	8730	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013604	Multi-Family	8731	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012904	Multi-Family	8732	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013704	Multi-Family	8733	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20

EXHIBIT 1
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CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
4	202568011404	Multi-Family	8734	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012804	Multi-Family	8734	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013804	Multi-Family	8735	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568011304	Multi-Family	8736	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012704	Multi-Family	8736	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568013904	Multi-Family	8737	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568011504	Multi-Family	8737	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568011204	Multi-Family	8738	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012604	Multi-Family	8738	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568014004	Multi-Family	8739	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568011604	Multi-Family	8739	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568011104	Multi-Family	8740	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012504	Multi-Family	8740	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568014104	Multi-Family	8741	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568011704	Multi-Family	8741	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568011004	Multi-Family	8742	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012404	Multi-Family	8742	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568014204	Multi-Family	8743	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568011804	Multi-Family	8743	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010904	Multi-Family	8744	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012304	Multi-Family	8744	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568014304	Multi-Family	8745	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568011904	Multi-Family	8745	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009804	Multi-Family	8746	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012204	Multi-Family	8746	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568014404	Multi-Family	8747	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012004	Multi-Family	8747	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009704	Multi-Family	8748	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568012104	Multi-Family	8748	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568014504	Multi-Family	8749	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009604	Multi-Family	8750	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010804	Multi-Family	8750	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568014604	Multi-Family	8751	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009904	Multi-Family	8751	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009504	Multi-Family	8752	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010704	Multi-Family	8752	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568114704	Multi-Family	8753	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010004	Multi-Family	8753	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009004	Multi-Family	8754	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010604	Multi-Family	8754	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568114804	Multi-Family	8755	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010104	Multi-Family	8755	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568008904	Multi-Family	8756	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010504	Multi-Family	8756	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568114904	Multi-Family	8757	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010204	Multi-Family	8757	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20

EXHIBIT 1
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CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
4	202568008804	Multi-Family	8758	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010404	Multi-Family	8758	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568115004	Multi-Family	8759	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568008704	Multi-Family	8760	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568010304	Multi-Family	8760	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568115104	Multi-Family	8761	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009104	Multi-Family	8761	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568008604	Multi-Family	8762	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568115204	Multi-Family	8763	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009204	Multi-Family	8763	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568008504	Multi-Family	8764	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568115304	Multi-Family	8765	BECHTEL AVE S	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009304	Multi-Family	8765	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568008404	Multi-Family	8766	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568115404	Multi-Family	8767	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568009404	Multi-Family	8767	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568008304	Multi-Family	8768	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568115504	Multi-Family	8769	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568008204	Multi-Family	8770	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568115604	Multi-Family	8771	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568008104	Multi-Family	8772	BENSON WAY	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568115704	Multi-Family	8773	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
4	202568115804	Multi-Family	8775	BECHTEL AVE	7.87	0.85	7.01	\$ 23.70	\$ 166.20	\$ 166.20
5	201185101001	Multi-Family	8634	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185501001	Multi-Family	8635	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185102001	Multi-Family	8638	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185502001	Multi-Family	8641	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185103001	Multi-Family	8644	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185503001	Multi-Family	8647	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185104001	Multi-Family	8648	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185504001	Multi-Family	8651	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185105001	Multi-Family	8654	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185505001	Multi-Family	8657	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185106001	Multi-Family	8658	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185106002	Multi-Family	8663	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185107001	Multi-Family	8664	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185108001	Multi-Family	8668	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185107002	Multi-Family	8669	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185108002	Multi-Family	8673	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185109001	Multi-Family	8674	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185110001	Multi-Family	8678	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185109002	Multi-Family	8679	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185110001	Multi-Family	8684	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185110002	Multi-Family	8685	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185112001	Multi-Family	8688	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185111002	Multi-Family	8691	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85

EXHIBIT 1
CITY PROJECT NO. 2008-09C
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
5	201185113001	Multi-Family	8694	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185501002	Multi-Family	8695	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185114001	Multi-Family	8698	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185502002	Multi-Family	8701	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185115001	Multi-Family	8704	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185103003	Multi-Family	8707	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185116001	Multi-Family	8708	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185104003	Multi-Family	8713	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185117001	Multi-Family	8714	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185105003	Multi-Family	8717	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185118001	Multi-Family	8718	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185106003	Multi-Family	8723	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185119001	Multi-Family	8724	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185120001	Multi-Family	8728	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185107003	Multi-Family	8729	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185121001	Multi-Family	8734	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185108003	Multi-Family	8735	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185122001	Multi-Family	8738	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185109003	Multi-Family	8739	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185123001	Multi-Family	8744	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
5	201185110003	Multi-Family	8745	CALLAHAN TRL	16.44	3.07	13.37	\$ 23.70	\$ 316.85	\$ 316.85
6	202565001000	City			117.68	0.00	117.68	\$ 23.70	\$ 2,789.02	\$ 2,789.02
7	205487007000	City			85.80	0.00	85.80	\$ 23.70	\$ 2,033.46	\$ 2,033.46
8	205489008000	City			115.07	0.00	115.07	\$ 23.70	\$ 2,727.16	\$ 2,727.16
9	201187501002	Commercial			600.28	135.00	465.28	\$ 23.70	\$ 11,027.14	\$ 11,027.14
10	201187501001	Commercial			267.60	0.00	267.60	\$ 23.70	\$ 6,342.12	\$ 6,342.12
11	201185402004	Multi-Family	2726	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401904	Multi-Family	2734	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401604	Multi-Family	2754	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401504	Multi-Family	2762	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401304	Multi-Family	2768	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401704	Multi-Family	2772	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401404	Multi-Family	2776	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401204	Multi-Family	2782	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401804	Multi-Family	2786	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401104	Multi-Family	2790	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185400904	Multi-Family	2796	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185401004	Multi-Family	2804	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185400804	Multi-Family	2810	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185400704	Multi-Family	2818	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185400504	Multi-Family	2824	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185400604	Multi-Family	2832	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185400404	Multi-Family	2838	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185400304	Multi-Family	2846	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185400104	Multi-Family	2852	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
11	201185400204	Multi-Family	2860	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93

EXHIBIT 1
CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
12	201185402104	Multi-Family	2727	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185402204	Multi-Family	2733	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185402504	Multi-Family	2835	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185402604	Multi-Family	2841	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185402904	Multi-Family	2853	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403004	Multi-Family	2859	87TH ST E	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185402804	Multi-Family	8704	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185402404	Multi-Family	8705	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185402704	Multi-Family	8706	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403304	Multi-Family	8708	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185402304	Multi-Family	8709	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403404	Multi-Family	8710	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403204	Multi-Family	8712	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404104	Multi-Family	8713	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403104	Multi-Family	8714	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403704	Multi-Family	8716	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404204	Multi-Family	8717	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403804	Multi-Family	8718	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404404	Multi-Family	8721	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404304	Multi-Family	8725	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404604	Multi-Family	8729	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404704	Multi-Family	8733	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404504	Multi-Family	8737	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403604	Multi-Family	8738	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404804	Multi-Family	8741	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185405004	Multi-Family	8745	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403504	Multi-Family	8746	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404904	Multi-Family	8749	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185405104	Multi-Family	8753	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185405204	Multi-Family	8757	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185405504	Multi-Family	8761	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185404004	Multi-Family	8764	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185405404	Multi-Family	8765	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185405604	Multi-Family	8769	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185403904	Multi-Family	8772	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
12	201185405304	Multi-Family	8773	BAXTER WAY	10.50	0.00	10.50	\$ 23.70	\$ 248.93	\$ 248.93
13	201185708102	Multi-Family	8747	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185708202	Multi-Family	8749	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185708302	Multi-Family	8751	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185708402	Multi-Family	8753	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185708502	Multi-Family	8755	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185708602	Multi-Family	8757	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185709202	Multi-Family	8759	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185709102	Multi-Family	8761	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185709002	Multi-Family	8763	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185708902	Multi-Family	8765	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94

EXHIBIT 1
CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
13	201185708802	Multi-Family	8767	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185708702	Multi-Family	8769	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185708002	Multi-Family	8771	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707902	Multi-Family	8773	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707802	Multi-Family	8775	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707702	Multi-Family	8777	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707602	Multi-Family	8779	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707502	Multi-Family	8781	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706902	Multi-Family	8783	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707002	Multi-Family	8785	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707102	Multi-Family	8787	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707202	Multi-Family	8789	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707302	Multi-Family	8791	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185707402	Multi-Family	8793	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706802	Multi-Family	8795	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706702	Multi-Family	8797	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706602	Multi-Family	8799	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706502	Multi-Family	8801	BRANSON LN	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706402	Multi-Family	8803	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706302	Multi-Family	8805	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705702	Multi-Family	8807	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705802	Multi-Family	8809	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705902	Multi-Family	8811	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706002	Multi-Family	8813	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706102	Multi-Family	8815	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185706202	Multi-Family	8817	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705202	Multi-Family	8819	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705402	Multi-Family	8820	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705302	Multi-Family	8821	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705002	Multi-Family	8822	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705502	Multi-Family	8823	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705602	Multi-Family	8824	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185704902	Multi-Family	8825	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185705602	Multi-Family	8826	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185704502	Multi-Family	8827	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185604002	Multi-Family	8828	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185704602	Multi-Family	8829	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185603902	Multi-Family	8830	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185704702	Multi-Family	8831	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185603802	Multi-Family	8832	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185704802	Multi-Family	8833	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185603702	Multi-Family	8834	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185603602	Multi-Family	8835	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185604102	Multi-Family	8836	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185603502	Multi-Family	8837	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185604202	Multi-Family	8838	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94

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CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
13	201185603402	Multi-Family	8839	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185604302	Multi-Family	8840	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185603302	Multi-Family	8841	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185604402	Multi-Family	8842	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185603202	Multi-Family	8843	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602002	Multi-Family	8844	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185603102	Multi-Family	8845	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601902	Multi-Family	8846	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602502	Multi-Family	8847	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601802	Multi-Family	8848	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602602	Multi-Family	8849	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601702	Multi-Family	8850	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602702	Multi-Family	8851	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602102	Multi-Family	8852	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602802	Multi-Family	8853	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602902	Multi-Family	8854	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602302	Multi-Family	8855	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602202	Multi-Family	8856	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185603002	Multi-Family	8857	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185602402	Multi-Family	8858	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185600802	Multi-Family	8859	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601202	Multi-Family	8860	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185600702	Multi-Family	8861	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601102	Multi-Family	8862	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185600602	Multi-Family	8863	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601002	Multi-Family	8864	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185600502	Multi-Family	8865	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185600902	Multi-Family	8866	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185600102	Multi-Family	8867	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601302	Multi-Family	8868	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185600202	Multi-Family	8869	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601402	Multi-Family	8870	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185600302	Multi-Family	8871	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601502	Multi-Family	8872	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185600402	Multi-Family	8873	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
13	201185601602	Multi-Family	8874	BRANSON DR	5.99	0.00	5.99	\$ 23.70	\$ 141.94	\$ 141.94
14	20117710102	Multi-Family	8732	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750403	Multi-Family	8733	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710202	Multi-Family	8736	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750303	Multi-Family	8737	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710302	Multi-Family	8740	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750203	Multi-Family	8741	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710402	Multi-Family	8744	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750103	Multi-Family	8745	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710502	Multi-Family	8748	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710602	Multi-Family	8752	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54

EXHIBIT 1
CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
14	201177720102	Multi-Family	8756	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720202	Multi-Family	8760	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720302	Multi-Family	8764	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720402	Multi-Family	8768	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740103	Multi-Family	8770	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720502	Multi-Family	8772	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740203	Multi-Family	8774	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720602	Multi-Family	8776	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740303	Multi-Family	8778	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760503	Multi-Family	8779	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730102	Multi-Family	8780	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740403	Multi-Family	8782	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760403	Multi-Family	8783	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730202	Multi-Family	8784	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740503	Multi-Family	8786	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760303	Multi-Family	8787	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730302	Multi-Family	8788	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740603	Multi-Family	8790	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760202	Multi-Family	8791	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730402	Multi-Family	8792	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730603	Multi-Family	8793	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760103	Multi-Family	8795	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730502	Multi-Family	8796	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740104	Multi-Family	8796	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730503	Multi-Family	8797	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730602	Multi-Family	8800	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740204	Multi-Family	8800	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770603	Multi-Family	8801	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730403	Multi-Family	8801	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740102	Multi-Family	8804	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740304	Multi-Family	8804	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770503	Multi-Family	8805	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730303	Multi-Family	8805	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740202	Multi-Family	8808	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740404	Multi-Family	8808	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770403	Multi-Family	8809	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730203	Multi-Family	8809	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740302	Multi-Family	8812	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740504	Multi-Family	8812	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770303	Multi-Family	8813	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730103	Multi-Family	8813	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740402	Multi-Family	8816	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740604	Multi-Family	8816	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770203	Multi-Family	8817	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740502	Multi-Family	8820	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730104	Multi-Family	8820	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54

EXHIBIT 1
 CITY PROJECT NO. 2008-09G
 CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
 FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
14	20117770103	Multi-Family	8821	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720603	Multi-Family	8821	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177740602	Multi-Family	8824	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730204	Multi-Family	8824	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720503	Multi-Family	8825	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780503	Multi-Family	8827	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750102	Multi-Family	8828	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730304	Multi-Family	8828	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720403	Multi-Family	8829	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780403	Multi-Family	8831	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750202	Multi-Family	8832	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730404	Multi-Family	8832	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720303	Multi-Family	8833	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780303	Multi-Family	8835	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750302	Multi-Family	8836	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730504	Multi-Family	8836	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720203	Multi-Family	8837	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780203	Multi-Family	8839	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750402	Multi-Family	8840	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177730604	Multi-Family	8840	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720103	Multi-Family	8841	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780103	Multi-Family	8843	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750502	Multi-Family	8844	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720104	Multi-Family	8844	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177750602	Multi-Family	8848	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720204	Multi-Family	8848	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710603	Multi-Family	8849	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760102	Multi-Family	8852	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720304	Multi-Family	8852	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790603	Multi-Family	8853	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710503	Multi-Family	8853	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760202	Multi-Family	8856	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720404	Multi-Family	8856	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790503	Multi-Family	8857	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710403	Multi-Family	8857	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760302	Multi-Family	8860	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720504	Multi-Family	8860	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790403	Multi-Family	8861	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710303	Multi-Family	8861	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760402	Multi-Family	8864	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177720604	Multi-Family	8864	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790303	Multi-Family	8865	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710203	Multi-Family	8865	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177760502	Multi-Family	8868	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790203	Multi-Family	8869	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710103	Multi-Family	8869	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54

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CITY PROJECT NO. 2008-09G
CAHILL AVENUE/BROOKS BOULEVARD MILL AND OVERLAY
FINAL ASSESSMENT ROLL (3/3/2010)

MAP NO.	PID NO.	TYPE	HOUSE	STREET	FRONT FOOT	CORNER CREDIT	FF WITH CORNER CREDIT	RATE	PROPOSED ASSESSMENT	FINAL ASSESSMENT
14	201177760602	Multi-Family	8872	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790103	Multi-Family	8873	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770102	Multi-Family	8876	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700604	Multi-Family	8877	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700503	Multi-Family	8877	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770202	Multi-Family	8880	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700504	Multi-Family	8881	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700403	Multi-Family	8881	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770302	Multi-Family	8884	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700404	Multi-Family	8885	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700303	Multi-Family	8885	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770402	Multi-Family	8888	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710104	Multi-Family	8888	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700304	Multi-Family	8889	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700203	Multi-Family	8889	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770502	Multi-Family	8892	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710204	Multi-Family	8892	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700204	Multi-Family	8893	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700103	Multi-Family	8893	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177770602	Multi-Family	8896	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177700104	Multi-Family	8897	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780102	Multi-Family	8900	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710304	Multi-Family	8900	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790602	Multi-Family	8901	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780202	Multi-Family	8904	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710404	Multi-Family	8904	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790502	Multi-Family	8905	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780302	Multi-Family	8908	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177710504	Multi-Family	8908	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790402	Multi-Family	8909	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780402	Multi-Family	8912	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790302	Multi-Family	8913	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780502	Multi-Family	8916	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790202	Multi-Family	8917	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177780602	Multi-Family	8920	BRUNELL WAY	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
14	201177790102	Multi-Family	8921	BRUNSWICK PATH	6.99	0.98	6.01	\$ 23.70	\$ 142.54	\$ 142.54
Total:									\$ 140,434.96	\$ 138,311.16

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

ATTORNEYS AT LAW

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

MEMO

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

TO: Mayor and Council
FROM: Timothy J. Kuntz
DATE: March 1, 2010
RE: Starz Liquor License Violation Hearing

Background

Starz Group Liquor, Inc., d/b/a Starz Liquor is the liquor license holder for the premises located at 5300 South Robert Trail, Suite 600, Inver Grove Heights. The officers of Starz Group Liquor, Inc. are Eh Alex Vue and Xia Jewel Vue. On October 17, 2009, Officers Anderson and Daniels of the Inver Grove Heights Police Department conducted a compliance check at Starz Liquor. R.J., who was twenty years old at the time, entered Starz Liquor a little after 8 pm, selected a 12 pack of Miller Lite beer, and proceeded to the checkout. Paul Vue subsequently sold the 12-pack of beer to R.J. without asking for his identification or questioning him about his age. Paul Vue was subsequently charged with Selling Alcohol to a Minor, a gross misdemeanor in violation of MINN. STAT. § 340A.503, SUBD. 2(1). On January 25, 2010, Paul Vue pled guilty and was sentenced in this matter.

Following Paul Vue's guilty plea in the criminal case, a hearing regarding this alleged violation of Starz Liquor's liquor license was scheduled, and notice of the hearing was served on Starz Liquor, Eh Alex Vue and Xia Jewel Vue on _____ by _____.

Previous Liquor License Violation

Prior to this incident, Starz Liquor had been subject to the imposition of a civil penalty for a previous liquor license violation. On October 13, 2008, the Council held a hearing regarding a liquor license violation involving the sale of alcohol to a minor that occurred on January 27, 2007, which resulted in a fatal traffic accident. At that hearing, the Council adopted a resolution imposing the following penalties:

- A Two Thousand Dollar (\$2,000.00) civil penalty was imposed. One Thousand Dollars (\$1,000.00) of the penalty was to be paid to the City of Inver Grove Heights

on or before November 16, 2008. If this penalty was not paid on or before November 16, 2008, the off sale liquor license for Starz Group Liquor, Inc., d/b/a Starz Liquor was to be suspended without notice to the licensee until the civil penalty is paid.

- The remaining One Thousand Dollars (\$1,000.00) of the penalty was stayed for a period of one (1) year on the following conditions:
 - All employees of Starz Group Liquor, Inc., d/b/a Starz Liquor were required to complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc. d/b/a Starz Liquor by January 16, 2009, and proof of completion of the training by all employees was to be provided to the City Clerk by January 26, 2009; and
 - There were to be no additional liquor license violations within the next one (1) year from the date of this resolution; and
 - The One Thousand Dollar (\$1,000.00) penalty referenced was to be paid on or before November 16, 2008.
- A sixty (60) day liquor license suspension was imposed, with all sixty (60) days of the suspension stayed for a period of one (1) year on the following conditions:
 - All employees of Starz Group Liquor, Inc., d/b/a Starz Liquor were required to complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc. d/b/a Starz Liquor by January 16, 2009, and proof of completion of the training by all employees was to be provided to the City Clerk by January 26, 2009; and
 - There were to be no additional liquor license violations within the next one (1) year from the date of this resolution; and
 - The One Thousand Dollar (\$1,000.00) penalty was to be paid on or before November 16, 2008.

Starz Liquor complied with the conditions listed above, and this particular liquor license violation did not occur until four days after the expiration of the time period for the stayed license suspension and monetary penalty.

Available Penalties

City Code Section 4-1A-19 addresses the imposition of civil penalties for the violation of a licensee's liquor license. Specifically, it states that "[u]pon the council finding that a licensee has committed any of the following violations ...[including] fail[ure] to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages[,] or [failure] to comply with any provisions of this article, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions."

Additionally, City Code Section 4-1A-19 lists certain minimum penalties that the Council shall impose upon a licensee for a violation of a licensee's liquor license, and states that upon the second violation within five years, a one thousand dollar (\$1,000.00) civil penalty and a one day license suspension shall be imposed. However, "[b]ased upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the

Council.” Staff has not made a recommendation regarding a penalty in this case,

Finally, this particular violation arose from a compliance check conducted by the Inver Grove Heights Police Department. On October 26, 2009, the Council adopted a compliance check policy. That policy states that “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 compliance check policy was not adopted until after this particular license violation occurred. As a result, the October 26, 2009 compliance check policy is not applicable to this particular violation.

RESOLUTION NO. 10-_____

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE INTOXICATING LIQUOR LICENSE HOLDER
STARZ GROUP LIQUOR, INC. D/B/A STARZ LIQUOR**

WHEREAS, Minnesota Statutes, Section 340A.415 and City Code Section 4-1A-19 authorize a city council to impose sanctions upon the holder of an off-sale intoxicating liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages upon a hearing duly noticed and the opportunity for the license holder to be heard;

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

FINDINGS

- 1.1 Notice of a hearing regarding the imposition of sanctions for a liquor license violation was duly given to the Off-Sale Liquor License Holder (Starz Group Liquor, Inc., d/b/a Starz Liquor) for the premises located at 5300 South Robert Trail, Suite 600, Inver Grove Heights, Minnesota on February 22, 2010, pursuant to Minnesota Statutes, Section 340A.415 and City Code Section 4-1A-19, by leaving a copy of the Notice of Hearing and Attachments addressed to Starz Liquor Group, Inc. d/b/a Starz Liquor, Xia Jewel Vue, and Eh Alex Vue at the licensed premises with the person in charge thereof.
- 1.2 A hearing regarding the alleged liquor license violation was held on Monday, March 8, 2010, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota.
- 1.3 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, the City Council concludes that Starz Liquor Group, Inc., d/b/a Starz Liquor, the Off-Sale Liquor License Holder for the premises at 5300 South Robert Trail, Suite 600, Inver Grove Heights, Minnesota, failed to comply with Minnesota Statutes §§ 340A.503, 340A.501, and 340A.415 and City Code Sections 4-1D-3 and 4-1A-19, in that an employee of the Off Sale Liquor License Holder sold an alcoholic beverage to a person under 21 years of age on October 17, 2009 in the licensed establishment.

SANCTIONS

- 3.1 The following sanctions are imposed for the violation:

Adopted by the City Council of the City of Inver Grove Heights this 8th day of March, 2010.

Ayes: Nays:

Attest:

Attest:

George Tourville, Mayor

Melissa Rheume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of the Rock Island Swing Bridge Master Plan for the Park Area

Meeting Date: March 8, 2010
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve the Master Plan for the 21.53 acres of property adjacent to the Rock Island Swing Bridge.

SUMMARY

The City has been awarded a \$1,300,000 Federal Grant, \$100,000 MN Historical Society Grant, \$150,000 from Dakota County and plans to construct a 670' recreational pier. On May 26th the City Council hired SEH Inc. to assist the city in preparing the plans and specification, permitting, and coordination. On December 14, 2009 the City Council approved the plans and specifications and authorized the project for public bidding of the recreational pier. The bids on the project were opened on Thursday, February 11, 2010 and the Council is scheduled to award a contract to the lowest responsible bidder on March 22, 2010.

As a part of the process, SEH Inc. was hired to help the City develop a Master Plan for the site. At this level of planning, details of future development have not been figured out. Master Planning allows for people to think about the future vision of the space as the actual development of improvements may look similar but not necessary inclusive of all ideas.

The Park and Recreation Commission established a subcommittee consisting of the following:

- Commissioner Willy Krech
- Commissioner James Huffman
- Commissioner Keith Joyce
- City Planner Allan Hunting
- Parks Superintendent Mark Borgwardt
- Recreation Superintendent Tracy Petersen
- Parks & Recreation Director Eric Carlson

The subcommittee met on several occasions and ultimately developed the draft Master Plan that is attached. The draft plan includes:

Off street parking	Paved trails	Natural trails
River viewing area(s)	Public boat launch	Picnic shelter
Public building with restrooms	Public art	Historical interpretation area(s)
Lighting	Recreational pier	Natural area
Pedestrian overpass	Storm water treatment	Monument signage

The probable cost for the potential improvements is approximately \$3,600,000 and an additional \$3,000,000 for the overpass. There is no established timeline for making any of the proposed

improvements. The park portion of the project does not currently have any funding sources and it may take many years for funding for any of the proposed improvements to become available.

Staff held a meeting with all of the private marina owners on Wednesday, January 13, 2010 to review the draft. The comments received from the marina owners included:

- They were opposed to the idea of a public boat launch. They feel the amateur boaters will cause too many issues with larger boats....too much congestion....gas dock near the location, concern of wake
- When the bridge is done and open (this October) where are people going to park....worried about people parking on their property
- Fishing shouldn't be allowed from the bridge....it is a safety issue for boaters
- Who is going to clear out the log jams in the spring of the year
- Concern for increased traffic on Doffing Ave, 66th, 65th
- Worried about who patrols the area....think there should be a Park Patrol
- Didn't have any ideas for including anything not already shown
- Concern for the hours of operations

On Wednesday, January 27, 2010 staff held a neighborhood meeting sending notices to over 50 properties. The meeting was not well attended but positive comments regarding the plan were received by those in attendance.

Internally, Planning, Engineering, and Parks staff met to discuss the plan and had the following comments:

- Trail crossing at the railroad needs further thought as there are no planned railroad safety improvements at 66th...is there a way to have the trail cross at 65th St?
- If there is filling done, it may require a Conditional Use Permit (CUP)
- If there is filling done, it may be expensive as wetlands may need to be replaced 2:1
- Significant dredging may be necessary to construct the boat launch which may also be a long term maintenance issue

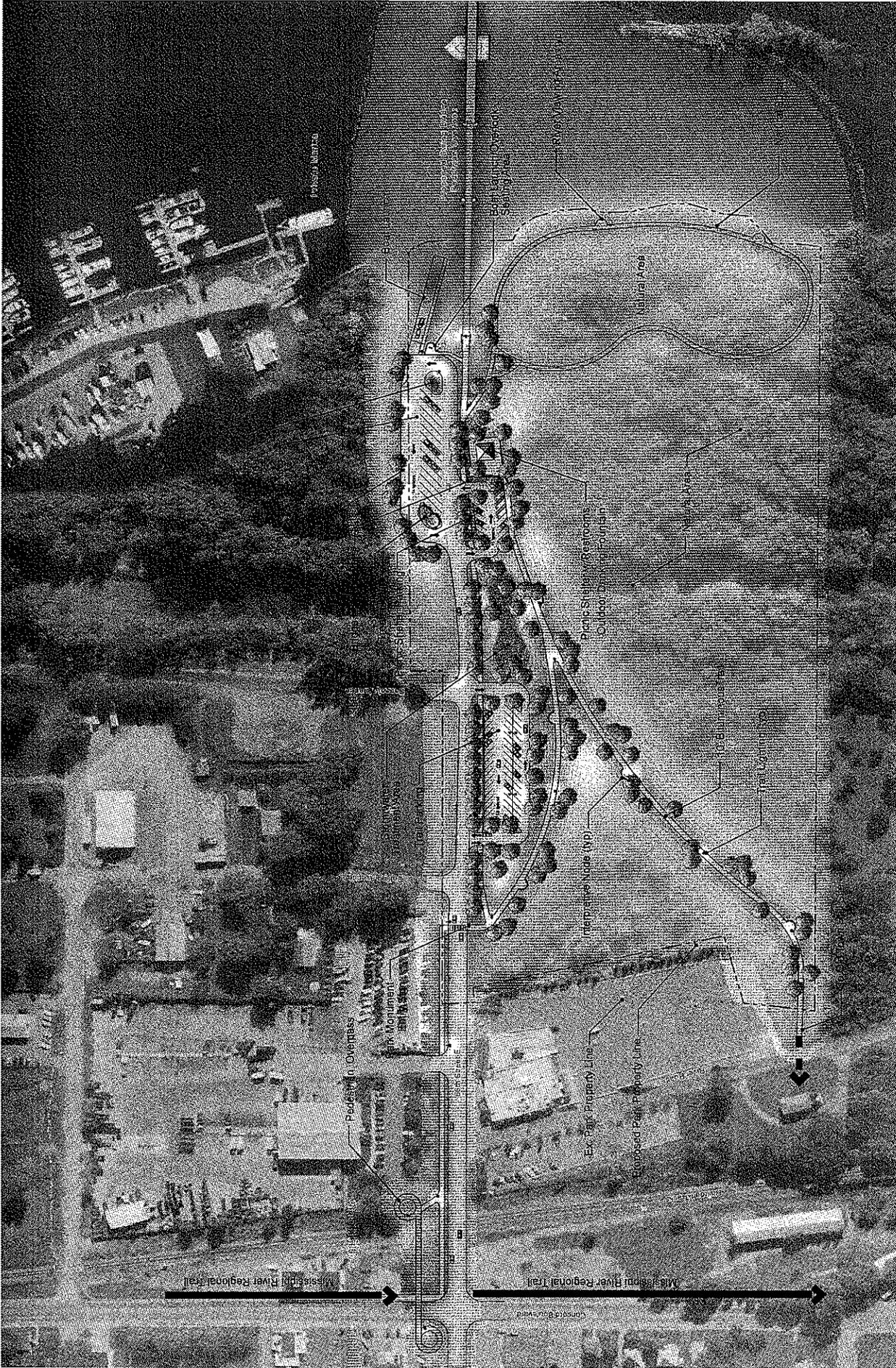
The Park and Recreation Commission met on Wednesday, February 10th to review the draft master plan and recommends approval of the plan on a 7-0 vote. Included in the Commission's recommendation is to have the public boat launch and associated parking for the cars/trailers removed from the plan. Removing the boat launch and associated parking reduces the anticipated costs by \$1,095,000. The Commission did discuss the concept of transient boat slips but felt that should be pursued by one of the private marinas that operate in the area.

The City Council reviewed the draft of the Master Plan on Monday, February 22nd at the Work Study Session. The Council did not desire to make any changes or amendments to the draft plan.

The probable costs for the plan are as follows:

Description	Anticipated Amount
General Site Improvements	\$275,400
Mobilization, clearing, grubbing, storm water, landscaping	
Boat Launch	\$750,000
Concrete boat ramp	
Infrastructure	\$1,072,000
Parking, sewer, water	
Site Amenities	\$454,000
Building with restrooms, shelter, signage, benches, tables	
Trail System	\$330,000
Paved, natural, lighting	
Contingency 25%	\$720,350
Engineering, final design, construction cost	
Total	\$3,601,750

The probable costs for the pedestrian overpass are estimated at an additional \$3,000,000.



DRAFT MASTER PLAN

Swing Bridge Area - Inver Grove Heights, MN
December 26, 2009



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

City Acquisition of MnDOT Property at 80th Street and Barbara Avenue

Meeting Date: March 8, 2010
 Item Type: Regular Agenda
 Contact: Thomas J. Link, 651.450.2546
 Prepared by: Thomas J. Link, Community Development Director
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider the attached “Resolution Authorizing Staff to Acquire Property Located at the Southeast Corner of 80th Street and Barbara Avenue from the Minnesota Department of Transportation”.

SUMMARY

The City Council has been discussing the possible acquisition and use of the property for the last couple of years. Most recently, the Council discussed the issue at its February 22 meeting. Last fall, the City made an offer to acquire the property from the Minnesota Department of Transportation (MnDOT) for the appraised value of \$337,000. The State recently accepted that offer.

The State’s offer has a few conditions attached regarding special assessments, existing utilities, and access control. These conditions have been reviewed by the Departments of Public Works and Parks and Recreation and found acceptable. The City Attorneys’ Office has reviewed the title and found no previous title issues. The deed from the State will have a condition that the property has to be used for a public purpose.

The acquisition’s public purpose would be to incorporate the parcel into the surrounding city campus. Though no specific use has yet been determined, one possible use would be a parking lot for the VMCC. A public use of the property would be consistent with the comprehensive plan land use designation of Public/Institutional and in compliance with the zoning, which is P, Public/Institutional. As required by Minnesota Statutes, the Planning Commission has reviewed the possible acquisition and found it to be in compliance with the Inver Grove Heights’ Comprehensive Plan. The acquisition would be funded out of the Host Community Fund.

Staff recommends adoption of the attached “Resolution Authorizing Staff to Acquire the Property at 80th Street and Barbara Avenue from the Minnesota Department of Transportation”, at a cost of \$337,000.

cc: Resolution
 Map

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING STAFF TO ACQUIRE PROPERTY LOCATED AT THE
SOUTHEAST CORNER OF 80th STREET AND BARBARA AVENUE FROM THE
MINNESOTA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Minnesota Department of Transportation owns a parcel of land of approximately 2.15 acres, located at the southeast corner of 80th Street and Barbara Avenue, and

WHEREAS, the Inver Grove Heights' Comprehensive Plan designates the property as Public/Institutional, and

WHEREAS, the Inver Grove Heights' zoning map zones the property as P, Public/Institutional, and

WHEREAS, the City would incorporate the property into its surrounding campus with a use related to City Hall and/or the Veterans Memorial Community Center, and

WHEREAS, the Inver Grove Heights' Planning Commission has found the acquisition to be in compliance with the Inver Grove Heights' Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes staff to acquire the property, located at the southeast corner of 80th Street and Barbara Avenue, from the Minnesota Department of Transportation for \$337,000, and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the acquisition shall be funded out of the City Host Community Fund.

Passed by the City Council of the City of Inver Grove Heights on the _____ day of _____, 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



Location Map

Case No. 10-08X



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE PURCHASE OF SOFTWARE, HARDWARE AND CONSULTING SERVICES FOR DATA CENTER CONSOLIDATION FOR THE CITY'S DESKTOP AND SERVER INFRASTRUCTURE

Meeting Date: March 8, 2010
Item Type: Regular
Contact: Patrick Mylan, 651-450-2576
Prepared by: Patrick Mylan, Technology Manager
Reviewed by: JTeppen, Asst City Admin

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

PURPOSE/ACTION REQUESTED Approve purchase of software, hardware and consulting services for a data center consolidation for the City's desktop and server infrastructure.

SUMMARY The City of Inver Grove Heights Technology Division was asked to identify ways to increase productivity through the use of technology, provide better service and save money without increasing staff size. The Technology Division has developed a plan that would accomplish this objective through the implementation of a Virtualized Server Environment. This model is extremely efficient using less staff, physical resources and operating budget to maintain a higher level of technology access and productivity for all city departments.

A virtual machine is an isolated software container that can run its own operating system and applications as if it were a physical computer. A virtual machine's characteristics are exactly like those of a physical computer, as it contains its own virtual CPU(s), and RAM. This technology is really about doing more with less. Less staff time, electricity, software licenses.

Currently, the City has eight servers that are at or beyond their performance life expectancy. Replacement of this model would require the City to rebuild and replace all but one of our current servers at a higher overall cost than the proposed Virtualized Server Environment.

All eight of the servers at City hall are based on the client server model that is costly to deploy, maintain, manage and replace. In the new Virtualized Server Environment we would replace all eight of the old servers with two *CVT Reliant 4U Server Chassis servers*. One server would be located at City Hall and the second server would be located off site in a safe location to provide seamless backup and rollover capabilities in the event of a disaster or heavy CPU usage. This technology has the benefit of providing Police and Fire, and other critical departments uninterrupted access to data at all times from their workstations or remotely during a disaster providing faster and more reliable response time to residents.

The Virtualized Server Environment allows the city to virtualize PC work stations. We currently replace approximately thirty PC work stations per year with the average unit costing \$1,100.00. After The Virtualized Server Environment is in place the city will move away from stand alone PC's to thin client terminals. Thin clients last approximately eight to ten years compared to the current three to four years of PC work stations and cost \$400 to \$500 dollars less than stand alone PC's. This equates to significant long term savings on PC replacement.

Advantages of a Virtualized Server Infrastructure include:

- Consolidated Server Environment
- Maximized server utilization (from 15% to 75% on average)
- Minimized server “sprawl”
- Short return-on-investment
- Fewer software licenses
- Reduced equipment capital costs
- Minimized data center footprint
- Reduced energy, cooling and space costs up to 80%
- Built-in disaster recovery and high availability options
- Streamlined IT infrastructure management
- Drastically reduced server provisioning times
- Decreased IT labor for server management and application migrations.

We have been working with Creative Vision Technologies, Inc. (CVT) on the analysis of our current systems and they have provided a proposal for implementation of the Virtualized Server Environment. Their proposal includes the hardware, software and labor as they will be installing and configuring both the servers and a portion of the thin clients. CVT has access to the State Contract for hardware and software. The hardware costs for the Virtualized Server Environment are \$86,104. Software costs are \$91,319, and labor is \$16,982. These numbers are what are included in the return-on-investment calculations. Additionally, we need to purchase an upgrade to our Microsoft Exchange software, add an UPS (uninterruptable power source) unit and additional labor to configure the software for a total of \$27,852. There is \$1,500 identified for cables and minor incidentals as well. This brings the total to \$223,757.

Staff proposes to fund this purchase out of the MIS Fund. We have \$45,500 in the 2010 budget to replace up to 35 PC's, as well as an unencumbered fund balance of \$672,200. Following this purchase \$493,943 remains in the fund.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Third Reading of an Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements

Meeting Date: March 8, 2010
Item Type: Regular
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider Third Reading of an Ordinance Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements

SUMMARY: The second reading of this Ordinance Amendment was held on February 22, 2010. At that time the City Attorney provided a summary of the changes that were made to the ordinance. No changes to the ordinance were made by the Council at that time. The ordinance is attached for your review.

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND REGULATING THE CONDUCT OF LAWFUL
GAMBLING WITHIN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA AND
AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 7**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Title 4, Chapter 7 of the Inver Grove Heights City Code is hereby amended in its entirety as follows:

~~4-7-1: GAMBLING PERMITTED; COMPLIANCE WITH STATE LAW:~~

~~Lawful gambling conducted within the city pursuant to Minnesota statutes chapter 349 shall be conducted in accordance with Minnesota statutes chapter 349 as it shall be amended from time to time, regulations promulgated by the Minnesota gambling control board (hereafter "board") in accordance with law, this chapter, and all other applicable ordinances of the city. (Ord. 931, 7-13-1998)~~

~~4-7-2: PROVISIONS ARE ADDITIONAL; CONFLICTS:~~

~~The provisions of this chapter are additional restrictions placed on gambling by the city. If this chapter conflicts with any of the laws or regulations referred to in section 4-7-1 of this chapter, the more stringent shall apply. (Ord. 931, 7-13-1998)~~

~~4-7-3: DEFINITIONS:~~

~~The terms used in this chapter that are also defined in Minnesota statutes chapter 349, as that chapter may be amended from time to time, have the meanings assigned in Minnesota statutes chapter 349, unless the text of this chapter expressly provides otherwise. In addition, the following terms shall have the meanings given them:~~

~~**BINGO HALL:** Shall have the same meaning as found in Minnesota statutes chapter 349, as amended from time to time.~~

~~**CITY'S TRADE AREA:** Includes the city of Inver Grove Heights, the city of South St. Paul, the city of Rosemount, the city of Eagan, the city of West St. Paul, the city of Sunfish Lake, and the city of Mendota Heights.~~

~~**CLASS A, CLASS B, CLASS C AND CLASS D PREMISES PERMITS:** Shall have the same meanings as found in Minnesota statutes chapter 349, as amended from time to time. (Ord. 931, 7-13-1998)~~

~~4-7-4: CITY PERMIT AND STATE LICENSING REQUIREMENTS:~~

- ~~A. No person, except an organization which is licensed by the state or has a valid exemption permit from the state, and which also has a permit or approval from the city, shall conduct lawful gambling within the city. Such city permits shall be obtained each time an exemption permit is sought from the board. All permits required by this chapter or state statutes shall be prominently displayed during the permit year at the premises licensed to conduct gambling.~~
- ~~B. 1. Organizations which conduct lawful gambling which are exempt from state gambling licensing requirements may only conduct such gambling within the city upon receipt of a permit from the city.~~
- ~~2. An application for such permit shall be made at least thirty (30) days prior to the date such gambling is to be conducted. The application for such permit shall be on a form prescribed by the city. No permit fee shall be required by the city for lawful gambling which is exempt from state gambling licensing requirements.~~
- ~~3. Within thirty (30) days of filing any reports with the board, the organization shall file a copy of such report(s) with the city. (Ord. 931, 7-13-1998)~~

~~4-7-5: RECORDS AND REPORTS; ACCESS AND INSPECTIONS:~~

- ~~A. Every organization permitted to conduct lawful gambling in the city shall file quarterly, with the city, the following reports, which are due thirty (30) days after the quarter ends:~~
- ~~1. The G-1 monthly tax returns; or~~
 - ~~2. G-1 schedule A.~~
- ~~B. Every organization not exempt from state licensing shall file an additional report with the city proving compliance with the trade area spending requirement imposed by this chapter. Such report shall be on a form prescribed by the city and shall be submitted annually and in advance of application for renewal. The report is due within sixty (60) days after the end of the license year that such proceeds are received by the organization.~~
- ~~C. All licensed or permitted gambling operations are deemed to have consented to inspection of the licensed or permitted premises by the city.~~
- ~~D. Authorized employees or agents of the city may inspect, at any reasonable time without notice or search warrant, all records, including gambling accounts and other bank records, required by the board to be maintained and preserved. (Ord. 931, 7-13-1998)~~

~~4-7-6: PREMISES PERMIT AND BINGO HALL LICENSE:~~

- ~~A. Application For Permit Or License: An organization shall make application for a premises permit or bingo hall license on a form prescribed by the board. In addition, the applicant shall~~

~~provide a complete copy of the state application to the city. The information submitted to the city shall contain a copy of the signed lease and a sketch showing the leased area; provided, however, with respect to organizations owning their own building, a lease and sketch are not required.~~

~~B. Resolution To Approve Or Disapprove: Upon receipt of the pending application for a premises permit or bingo hall license, the city council shall, within the time allowed by Minnesota statutes chapter 349 or board regulations, adopt a resolution either approving or disapproving the application.~~

~~C. Location Restrictions:~~

~~1. Lawful gambling conducted by a state licensed organization not exempt from licensing under state law may only occur at the following two (2) locations in the city:~~

~~a. A bingo hall approved by the city council; or~~

~~b. An on-sale intoxicating liquor establishment licensed by the city.~~

~~2. No premises permit or bingo hall license shall be approved for lawful gambling conducted by any such state licensed organization (not exempt from licensing under state law) except at the two (2) locations identified in subsection C1 of this section. (Ord. 1005, 3-26-2001)~~

~~D. Premises Permit Restrictions:~~

~~1. Limitation On Premises Permits:~~

~~a. No organization shall hold more than three (3) class B premises permits at on-sale licensed liquor establishments in the city.~~

~~b. No organization shall hold both a class A premises permit and a class B premises permit in the city.~~

~~c. A licensed bingo hall may have more than one organization holding a class A or class C premises permit at the bingo hall, provided at least one of the organizations is a "local organization" (as defined by subsection D3b of this section).~~

~~2. On-Sale Liquor License Establishment: Except for a class D permit, no more than one lawful gambling premises permit shall be approved for an on-sale licensed liquor establishment in the city. If an on-sale liquor establishment is already the subject of an existing class A or class B or class C premises permit, the city will not approve another class A or class B or class C premises permit for the same location; the only other premises permit that may be approved is a class D permit.~~

~~3. Priority In Approval Process: It is anticipated that there may be more than one organization applying for a class A or class B or class C premises permit at a single on-~~

sale liquor establishment. Therefore, the following criteria, in the order listed, prioritizes and determines the approval for the one available premises permit:

a. First, renewal applications will be preferred; an organization renewing its class A or class B or class C premises permit at the on-sale liquor establishment will be preferred over an organization that does not already have its premises permit at the on-sale liquor establishment.

b. Second, if there are two (2) or more applications and if a renewal application is not involved, then a local organization will be preferred over an organization that does not meet the definition of a "local organization". Because of the nuisance prone nature of gambling compared to other licensing or permitting activities within the city, the city prefers that the organization have a local connection so as to facilitate investigation of applicants and the investigation and arrest of any violators. In situations where a renewal permit is not involved and where two (2) or more organizations seek to have a class A or class B or class C premises permit at the same on-sale liquor establishment, the organization that meets the definition of a "local organization" will be preferred over an organization that does not meet the definition. For purposes of this chapter, a "local organization" is an "organization" defined by Minnesota statutes section 349.12, subdivision 28, that also meets all the following criteria:

(1) The organization has at least fifteen (15) members that are current residents of the city; and

(2) The physical site for the organization's headquarters or the registered office of the organization is located within the city and has been located within the city for at least two (2) years immediately preceding application for a license; or

(3) The organization owns real property within the city, and the lawful gambling is conducted on the property owned by the organization within the city; or

(4) The physical site where the organization regularly holds its meetings and conducts its activities, other than lawful gambling and fundraising, is within the city and has been located within the city for at least two (2) years immediately preceding application for a license.

c. Third, if no renewal is involved and if two (2) or more nonlocal organizations seek approval, the city council will approve the organization which applied first. (Ord. 931, 7-13-1998)

4-7-7: EXEMPTIONS FROM FEES:

- A. All organizations which are exempt from state licensing requirements and are applying for a permit to conduct gambling in the city shall not be required to pay a permit fee to the city.
- B. Any organization applying for or renewing a premises permit or bingo hall license shall not be required to pay an investigation fee to the city. (Ord. 931, 7-13-1998)

4-7-8: CONTRIBUTIONS TO CITY REQUIRED:

- A. All state licensed organizations conducting lawful gambling within the city shall expend or contribute twenty percent (20%) of their net profits on lawful purposes within the city's trade area no later than thirty (30) days after the end of the license year that such proceeds are received by the organization conducting the charitable gambling.
- B. No later than sixty (60) days after the end of the license year that such proceeds are received by the organization, but in no event later than the time for renewal of the premises permit, the organization shall present written proof to the city that such expenditures were made in the city's trade area.
- C. This section is limited to lawful purpose expenditures of net profits derived from lawful gambling conducted at premises within the city. Real estate taxes and assessments paid pursuant to Minnesota statutes section 349.12, subdivision 25(a), on real property located in the city shall be considered a lawful purpose expenditure in the trade area. (Ord. 931, 7-13-1998)

4-7-9: SUSPENSION, REVOCATION OR DENIAL OF PERMIT OR LICENSE:

- A. A premises permit approved by the city or a bingo hall license approved by the city, or a permit issued by the city to an entity exempt from state licensing may be suspended or revoked for violations of this code, Minnesota statutes chapter 349, or for failure to meet the qualifications set forth in this chapter or Minnesota statutes chapter 349, or for failure to comply, for any reason, with any provision, guaranty, or claim made in the applicant's original or renewal license application to either the city or the state.
- B. If any organization violates this chapter or if any organization shall fail to make any expenditures in the city's trade area as required by this chapter or fail to provide the city with reports as required by this chapter, such violation or failure shall be grounds for the city to determine that the permit or approval for the organization be suspended, revoked, denied or not renewed. (Ord. 931, 7-13-1998)

4-7-10: VIOLATION; PENALTY:

Any person violating any provision of this chapter is guilty of a misdemeanor and, upon conviction thereof, shall be punished as defined by state statute. (Ord. 931, 7-13-1998)

4-7-1: ADOPTION OF STATE LAW BY REFERENCE

The provisions of Minnesota Statutes, Chapter 349, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by reference and are made a part of this Chapter as if set out in full. It is the intention of the Council that all future amendments of Minnesota Statutes, Chapter 349, are hereby adopted by reference or referenced as if they had been in existence at the time this Chapter was adopted.

4-7-2: CITY MAY BE MORE RESTRICTIVE THAN STATE LAW

The Council is authorized by the provisions of Minn. Stat. § 349.213, as it may be amended from time to time, to impose, and has imposed in this Chapter , additional restrictions on gambling within its limits beyond those contained in Minnesota Statutes, Chapter 349, as it may be amended from time to time.

4-7-3: PURPOSE

The purpose of this ordinance is to regulate lawful gambling within the city of Inver Grove Heights, to prevent its commercialization, to insure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

4-7-4: DEFINITIONS

In addition to the definitions contained in Minn. Stat. § 349.12, as it may be amended from time to time, the following terms are defined for purposes of this Chapter:

BOARD: The State of Minnesota Gambling Control Board.

LICENSED ORGANIZATION: An organization licensed by the Board.

LOCAL ORGANIZATION: An organization defined by Minn. Stat. §349.12 that also meets the following criteria:

- a. The organization has at least fifteen (15) members that are current residents of the City; and
- b. The physical site for the organization’s headquarters or the registered office of the organization is located within the City and has been located within the City for at least two (2) years immediately preceding the application for a license; or
- c. The organization owns real estate within the City, and the lawful gambling is conducted on the property owned by the organization within the City; or

- d. The physical site where the organization regularly holds its meetings and conducts its activities, other than lawful gambling and fundraising, is within the City and has been located within the City for at least two (2) years immediately preceding application for a license.

TRADE AREA: The cities of Inver Grove Heights, South St. Paul, Rosemount, Eagan, West St. Paul, Sunfish Lake, St. Paul Park, Newport, and Mendota Heights.

4-7-5: APPLICABILITY

This Chapter shall be construed to regulate all forms of lawful gambling within the City except:

- A. Bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if the prizes for a single bingo game do not exceed \$10, total prizes awarded at a single bingo occasion do not exceed \$200, no more than two bingo occasions are held by the organization or at the facility each week, only members of the organization or residents of the nursing home or housing project are allowed to play in a bingo game, no compensation is paid for any persons who conduct the bingo, and a manager is appointed to supervise the bingo.
- B. Raffles if the value of all prizes awarded by the organization in a calendar year does not exceed \$1,500.
- C. Lawful gambling that is exempt from licensure pursuant to Minn. Stat. § 349.166.

4-7-6: LAWFUL GAMBLING PERMITTED

Lawful gambling is permitted within the City provided it is conducted in accordance with Minn. Stat. §§ 609.75-609.763, inclusive, as they may be amended from time to time; Minn. Stat. §§ 349.11-349.23, inclusive, as they may be amended from time to time; and this Chapter.

4-7-7: COUNCIL APPROVAL

Lawful gambling authorized by Minn. Stat. §§349.11-349.23, inclusive, as they may be amended from time to time, requiring local approval shall not be conducted unless approved by the Council, subject to the provisions of this Chapter and state law.

4-7-8: APPLICATION AND LOCAL APPROVAL OF PREMISES PERMITS

- A. Eligibility for a Premises Permit. A premises permit may only be issued if:
 - 1. The premises is an on-sale liquor establishment;

2. No premises permit currently exists for the premises;
3. The organization does not already holds a premises permit or the organization holds only one other premises permit within the City;
4. The organization that will conduct the lawful gambling is eligible for an organization license from the Board

B. Process.

1. Application. Any organization seeking to obtain a premises permit from the Board shall file with the clerk an executed, complete duplicate application, together with all exhibits and documents accompanying the application as will be filed with the Board. The organization shall pay the City a \$250 investigation fee. This fee shall be refunded if the application is withdrawn before the investigation is commenced.
2. Background Investigation. Upon receipt of an application for issuance of a premises permit, the clerk shall transmit the application to the police department for review and recommendation. The police department shall investigate the matter and make the review and recommendation to the Council as soon as possible, but in no event later than 45 days following receipt of the notification by the City. The Council shall receive the police department's report and consider the application within 45 days of the date the application was submitted to the clerk.
3. Approval or Denial of Application. The applicant shall be notified in writing of the date on which the Council will consider the recommendation. The Council shall, by resolution, approve or disapprove the application within 60 days of receipt of the application.

C. Grounds for Ineligibility. The Council shall deny an application for issuance of a premises permit for any of the following reasons:

1. Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three (3) years.
2. The organization already holds two premises permits within the City.
3. The premises for which a premises permit is sought is not an on-sale liquor establishment.
4. The organization that will conduct the lawful gambling is ineligible for an organizational license from the Board;
5. There is already one licensed organization permitted to conduct lawful gambling activities at the premises.

6. Failure of the applicant to pay the investigation fee provided by this Section within the prescribed time limit.
 7. Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.
- D. The Council is without authority to compel the owner of an on-sale liquor establishment to renew a premises permit.

4-7-9: PRIORITY IN APPROVAL PROCESS

It is anticipated that there may be more than one organization applying for a premises permit at a single on-sale liquor establishment. Therefore, the following criteria, in the order listed, prioritize and determine the approval for the one available premises permit:

- A. If there are two (2) or more applications, then a local organization will be preferred over an organization that does not meet the definition of local organization. Because of the nuisance prone nature of gambling, compared to other licensing or permitting activities within the City, the City prefers that the organization have a local connection so as to facilitate investigation of applicants and the investigation and arrest of violators. Where two (2) or more organizations seek to have a premises permit at the same on-sale liquor establishment, the organizations that meets the definition of local organization will be preferred over an organization that does not meet the definition.
- B. If two (2) or more nonlocal organizations seek approval, the Council will approve the organization which applied first.

4-7-10: INSPECTIONS

- A. All licensed organizations are deemed to have consented to inspection of the licensed or permitted premises by the City.
- B. Authorized employees or agents of the City may inspect, at any reasonable time without notice or search warrant, all records, including gambling accounts and other bank records, required by the Board to be maintained and preserved.

4-7-11: LICENSE AND PERMIT DISPLAY

All permits issued under state law or this Chapter shall be prominently displayed during the permit year at the premises where gambling is conducted.

4-7-12: NOTIFICATION OF MATERIAL CHANGES TO APPLICATION

An organization holding a state issued premises permit shall notify the City within ten (10) days in writing whenever any material change is made in the information submitted on the application.

4-7-13: DESIGNATED TRADE AREA

- A. During the calendar year, each licensed organization within the City having a premises permit within the City shall expend sixty percent (60%) of its lawful purpose expenditures on lawful purposes conducted within the City's trade area.
- B. This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premise within the City's jurisdiction.

4-7-14: RECORDS AND REPORTING

- A. Licensed organizations shall file with the clerk one copy of all records and reports required to be filed with the Board, pursuant to Minnesota Statutes, Chapter 349, as it may be amended from time to time, and rules adopted pursuant thereto, as they may be amended from time to time. The records and reports shall be filed on or before the day they are required to be filed with the Board.
- B. Licensed organizations shall file an annual report with the City proving compliance with the trade area spending requirements imposed by Section 4-7-13. Such report proving compliance with trade area spending requirements shall be made on a form prescribed by the City. The report shall be submitted within 60 days of December 31st and shall report proceeds received during the calendar year.

4-7-15: HOURS OF OPERATION

Lawful gambling shall not be conducted between 1 a.m. and 8 a.m. on any day of the week.

4-7-16: PENALTY

- A. In addition to criminal prosecution for violation of this Chapter; Minn. Stat. §§609.75-609.763, inclusive, as they may be amended from time to time; or Minn. Stat. §§349.11-349.21, as they may be amended from time to time or any rules promulgated under those sections, as they may be amended from time to time, the Council may report violations to the Board and may recommend suspension, revocation, or cancellation of an organization's license.
- B. The Council may suspend or revoke its approval for a premises permit for any reason that the Board may revoke a premises permit or for violation of this Chapter.
- C. Prior to recommending suspension, revocation, or cancellation of an organization's license to the Board and prior to suspending or revoking its approval for a premise permit, the Council must provide the organization a hearing before the Council in accordance with Section 3-2-10(B).

4-7-17: SEVERABILITY

If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

Section 2. Effective Date. This Ordinance shall be effective from and after its passage and the publication of the ordinance according to law.

Passed this _____ day of _____, 2010.

Mayor George Tourville

Attest

Melissa Rheaume
Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER FIRST READING OF AMENDMENTS TO CITY CODE TITLE FIVE CHAPTER FOUR – ANIMAL CONTROL

Meeting Date: March 8, 2010
 Item Type: Regular
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED The City Council is asked to consider the first reading of an ordinance amending the City’s Animal Control regulations.

SUMMARY During the Re-Codification process there were a number of regulations identified that required updating. The City’s Animal Control ordinance is one of those regulations.

The revisions are largely due to a desire to:

- Make some changes to the dog licensing provisions:
 - Allowing for a two year dog license, as opposed to annual licenses
 - Gathering more information regarding the animal licensed
- Increase regulations regarding animal conduct
- Require vaccinations for species other than dogs (cats and ferrets)
- Provide clear procedures for impoundment and redemption of animals
- Provide clear authority and guidance for dangerous dogs and potentially dangerous dogs. The current ordinance is largely silent on this matter. This ordinance incorporates the state dangerous dog law and applies much of it to potentially dangerous dogs as well.

In re-drafting this ordinance, we have tried to ensure that the City Code provisions coordinate with zoning provisions in terms of permissible animals and animal operations such as kennels.

The proposed ordinance has been posted on the City’s web site, and a short piece is in the Insights newsletter that is set to be delivered to residents on March 9th.

ANIMAL CONTROL REGULATIONS

1. DEFINITIONS

Unless the context clearly indicates otherwise or otherwise defined in Minnesota Statutes Section 347.50, the words and phrases below are defined for the purposes of this Chapter as follows:

- 1.1 “Animal” means every non-human species of animal, domestic, permitted nondomestic, and inherently dangerous.
- 1.2 “Animal Control Authority” means individually and collectively the City’s Police Department, the City’s Police Chief, the City’s police officers, the City’s community service officers and other personnel assisting in the enforcement of this Chapter
- 1.3 “Running at Large,” “Run at Large,” or “At Large” means any animal that is not:
 - a. Effectively contained within a fenced area or by voice control or other means on the owner’s property;
 - b. Effectively restrained by a chain or leash or restraining device not exceeding six (6) feet in length when off of the owner’s property.
- 1.4 “Commercial Kennel” means a place where four (4) or more dogs over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs. A commercial kennel does not include veterinary hospitals, clinics, or other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.
- 1.5 “Commercial Daycare Kennel” means any place where dogs are kept for the primary purpose of commercial pet sitting or “doggie daycare”, provided all of the following are met:
 - a. Limited to a maximum of twenty (20) dogs on site at any one time.
 - b. No outdoor runs or kennels allowed.
 - c. The requirement and location of any outside fenced area, if any, shall be determined by the council.
 - d. Dogs shall be on a leash and handled by an employee at all times when outside the building during the animal’s stay.
 - e. An employee shall remain on site at all times animals are on the premises including overnight.
 - f. Dogs shall be kept inside at all times except when exercised by an employee.
 - g. Designated bathroom area shall be cleaned daily.
- 1.6 “Non-Commercial Kennel” means any place where four (4) or more dogs over the age of six (6) months are kept but not for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs.
- 1.7 “Kennel” means a commercial kennel, commercial daycare kennel or non-commercial kennel.
- 1.8 “Dangerous Dog” shall have the meaning given to it in Minn. Stat. Section 347.50.

- 1.9 “Owner” shall have the meaning given to it in Minn. Stat. Section 347.50.
- 1.10 “Person” means one or more natural persons, a firm, partnership, corporation, or any other entity.
- 1.11 “Premises” means a building, structure, shelter, or land where an animal is kept or confined.
- 1.12 “Veterinary Hospital” means a place for the treatment, hospitalization, surgery, care and board of animals and birds under the direction of one or more licensed veterinarians.
- 1.13 “Vaccination Against Rabies” means the inoculation of a dog or cat with a rabies vaccine by a veterinarian duly licensed to practice veterinary medicine.
- 1.14 “Potentially Dangerous Dog” shall have the meaning given to it in Minn. Stat. Section 347.50.
- 1.15 “Under restraint” means the animal is (1) at heel beside a person having custody of it and obedient to that person’s voice or signal command; (2) within a private motor vehicle of a person owning, harboring, or keeping the animal; (3) within the property limits of the owner’s property; or (3) controlled by a leash of a maximum of six (6) feet in length.
- 1.16 “Inherently Dangerous Animals” means animals other than domestic animals and farm and permitted nondomestic animals, which are inherently dangerous including, but not limited to, wolves, coyotes, bears, snakes (venomous and constrictor species), skunks, cougars, tigers, and any crossbreeds thereof, or crossbreeds with domestic or farm and permitted nondomestic animals
- 1.17 “Keep” means to own, stable, harbor, maintain, possess, or act as a custodian or caretaker for an animal.
- 1.18 “Proper Enclosure” means a secure indoors location or a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the animal from exiting.
- 1.19 “Substantial Bodily Harm” has the meaning given it under Minnesota Statutes Section 609.02, subd. 7a.
- 1.20 “Great Bodily Harm” has the meaning given it under Minnesota Statutes Section 609.02, subd. 8.
- 1.21 “Farm Animal and Permitted Nondomestic Animal” means cows, sheep, pigs, deer and other members of the order Artiodactyla except the family Hippopotamidae; horses and other members of the family Equidae; all birds in the class Aves; squirrels and other members of the family Sciuridae; rabbits and other members of the families Didelphidae and Macropodidae; and other animals if the owner can show the animals are not inherently dangerous.

1.22 “Domestic Animal” means dogs, cats, caged birds, fish, rabbits, domestic ferrets, snakes (non-venomous and non-constrictor species), gerbils, hamsters, guinea pigs, white rats or mice.

2. KEEPING OF CERTAIN ANIMALS PROHIBITED.

The following animals may be kept in the City pursuant to the regulations of this Chapter and relevant provisions of the Zoning Ordinance:

- a. Domestic animals;
- b. Farm animals and permitted nondomestic animals; and
- c. Inherently dangerous animals.

3. DOG LICENSES.

No person residing in the City shall keep a dog over six (6) months of age within the City for more than ten (10) consecutive days unless the person has a current City-issued dog license for the dog. Individual dog licenses need not be secured for dogs kept in commercial kennel or commercial daycare kennel as defined herein.

3.1 License Fee and Application

a. Application. An application for a dog license shall be made to the City Clerk on the form proscribed by the City. The applicant must provide all the information required on the form, including but not limited to:

1. The name, age, breed, sex, color, and marking of the dog;
2. A certificate showing that the dog has been vaccinated against rabies by a licensed veterinarian;
3. A sworn statement that the person is not restricted from owning a dog pursuant to Minnesota Statutes, Section 347.542 or a sworn statement that the Animal Control Authority has rescinded the restriction entirely or with limitations and that the person’s application to own a dog is in conformity therewith;
4. The address or legal description of the real property where the dog will be kept; and
5. If the application is for a license for a Potentially Dangerous Dog or Dangerous Dog, proof that the specific requirements of Section 6 have been met.

b. Fees. The fee for a dog license is set forth in City Code Chapter _____. Fees for a dog license for new residents shall be prorated for the remainder of the term of the license. A penalty fee, as set forth in City Code Chapter _____ shall be assessed against the owner of a dog who fails to obtain a license within a timely manner pursuant to the requirements of this Section.

3.2 Duration of License. A dog license shall be for a period of two (2) years or the unexpired portion of the two (2) years beginning on January 1 and ending on December 31. Applications for a renewal license may not be made until sixty (60) days before January 1.

3.3 License Tags. Upon compliance with the license application requirements listed above, the City Clerk shall issue to the owner of the dog a metallic dog tag stamped with a number and the year for which it is issued. The shape and design of such tag shall be changed every two (2) years. The owner of a dog is required to keep the dog's current and valid registration tag securely fastened to its choke chain, collar, or harness at all times in a manner so that it can easily be seen. A dog license tag may not be transferred from one dog to another. In the event that the metallic license tag issued for a dog is lost, the owner may obtain a duplicate tag from the City Clerk upon the payment of the fee set forth in City Code Chapter _____.

3.4 Identification Tags. In addition to the metallic dog tag described in Section _____, the owner must also attach a metallic tag bearing the name and home telephone number of the owner to the dog's collar which shall be worn at all times when the dog is not on the property of its owner.

3.5 New Residents. Upon proof of current vaccination against rabies, a dog owner who has a valid and current dog license from another city may obtain a City dog license by surrendering the other license, submitting a complete City application form, and paying the transfer fee set forth in City Code Chapter _____.

3.6 Change in Ownership of Dog. If there is a change in ownership of a dog during a license year, the new owner may have the current license changed to his or her name upon the payment of a transfer fee set forth in City Code Chapter _____. The previous owner must notify the City within thirty (30) days of the change in ownership and provide the City with the name and address of the new owner.

3.7 Exemptions. Veterinarian hospitals and dogs belonging to the City's Police Department are exempt from this Section.

4. GENERAL REGULATIONS OF DOMESTIC ANIMALS

4.1. Rabies Vaccination Required. Every owner or keeper of a dog, cat, or ferret kept as a pet over three (3) months of age within the City must have the dog, cat, or ferret vaccinated by a licensed veterinarian with an anti-rabies vaccine that is currently effective.

A vaccination certificate is valid only for the dog, cat, or ferret and owner to which it was issued. A person must not use a rabies vaccination certificate for a different dog, cat, or ferret than the one for which it was issued.

A vaccinated dog, cat, or ferret shall be revaccinated at intervals not to exceed the effective duration of the vaccination as listed in the Compendium of Animal Rabies Control prepared by the National Association of State Public Health Veterinarians.

4.2 Restraint of Dogs. Every owner shall keep his or her dog under restraint at all times.

4.3 Removal of Animal Feces. Any person having custody or control over any dog or cat on any property within the City, other than the property of the dog or cat's owner, must have in his or her immediate possession a device for picking up and disposing of dog or cat feces, and must

pick up and dispose of any and all feces in a sanitary manner. This subdivision does not apply to the following:

- a. Disabled persons using guide or service dogs;
- b. City agents or employees using dogs in connection with police activities; or
- c. Persons using tracking dogs with the City's permission.

A violation of this subdivision is a petty misdemeanor.

4.4 Female Dogs in Season. Every female dog in season shall be confined within a building or secure enclosure in such a manner that it cannot come into contact with another dog except for intentional breeding conducted within a building. The female dog in season may be taken from the secure area on a secure leash controlled by a person of sufficient age or into a confined outdoor enclosure on the owner's property in order for the dog to urinate and/or defecate.

4.5 General Duty of Owners. Every owner or keeper of a dog must exercise reasonable care and take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from the dog's behavior.

4.6 Stopping an Attack. Animal Control Authority who witness an attack by an animal upon a person or another animal may take whatever action the Animal Control Authority deem to be appropriate to end the attack and prevent further injury to the victim(s).

5. SEIZURE AND IMPOUNDMENT OF ANIMALS.

5.1 Impounding Facility. The City Council may maintain a municipal impound facility or may designate as the municipal impound facility a suitable kennel or veterinary hospital either within or outside the city limits of the City. The keeper of the impound facility shall account for and pay over monthly to the City all monies it receives as fees payable to the City.

5.2 Impound Facility Reporting. The keeper of the impound facility shall provide a monthly written report providing the following information: the animals impounded; the duration of the impoundment; and the method of disposal of each animal.

5.3 Seizure and Impoundment of Animals. The Animal Control Authority may seize and impound any animal running at large in the City or any animal found to be in violation of the provisions of this Chapter or Minnesota Statutes Sections 347.50 through 347.565. Upon the impoundment of a dog or cat, the Animal Control Authority must promptly notify the owner of the impoundment in person, by phone or by mail. If the owner is unknown, the City must post a written notice at City Hall describing the dog or cat and stating where the dog or cat is impounded.

An impounded animal displaying a need for medical care may be taken to a veterinarian for emergency treatment. The owner of the animal is responsible for payment of expenses incurred as a result of the veterinarian's treatment.

5.4 Impoundment After Biting Human. Every doctor or other person who treats a person for an animal bite shall report to the Inver Grove Heights police department the name and address of any person treated for an animal bite inflicted within the City. The owner or keeper of any dog or other animal that bites any person where the bite breaks the person's skin or the bite requires

treatment by a doctor, and the person bitten or his or her parent or guardian must report the incident to the Inver Grove Heights police department within twenty-four (24) hours of the bite. The dog or other animal shall immediately be confined for a period of not less than ten (10) days in a veterinary hospital or on the owner's premises, as directed by the Animal Control Authority. The Animal Control Authority may refuse to permit confinement on the owner's premises if the animal has previously been found repeatedly running at large or if the animal does not have a currently effective rabies vaccination. If confinement on the owner's premises is permitted, the animal may not be allowed off the premises or in contact with other people or animals during the confinement period, except for medical purposes. If the owner fails to comply with these restrictions, the Animal Control Authority may enter onto the property, seize the animal, and remove it to a veterinary hospital. The owner is responsible for all costs of confinement incurred under this subdivision. If, after completion of the ten (10) day impound period, the animal does not have rabies, it may be released to its owner unless release is otherwise prohibited by another section of this Chapter. As a condition of releasing a confined animal, the Animal Control Authority may require that the animal's owner take the animal for an examination by a veterinarian.

5.5 Impoundment and Destruction of Rabid Animals.

- a. A dog or animal displaying symptoms of being rabid may be seized at any place or time and confined in the City impounding facility at the owner's expense, until found to be free from rabies.
- b. If a dog or other animal appears to be diseased, vicious, dangerous, rabid or has been exposed to rabies, and the dog or other animal cannot be impounded without serious risk of personal injury, the dog or other animal may be destroyed, if reasonably necessary for the safety of a person or persons.

5.6 Redeeming Impounded Animals. The animal impound facility may not release an animal until it has received authorization to do so from Animal Control Authority and upon fulfillment of the following conditions:

- a. properly inoculated for rabies
- b. payment by the owner to the impounding facility of the costs of keeping the animal in the pound;
- c. payment of an impounding fee to the City in the amount listed in City Code Chapter _____;
- d. providing proof of ownership of the animal; and
- e. in the case of a dog that resides in the City, proof of a valid license for the dog.

An animal impounded pursuant to Minnesota Statutes Chapter 343 may be redeemed pursuant to the provisions of Minnesota Statutes Section 343.235.

A potentially dangerous dog or dangerous dog impounded pursuant to any provision in Minnesota Statutes Sections 347.50 through 347.565 may be redeemed pursuant to Minnesota Statutes Sections 347.50 through 347.565 and upon fulfillment of the requirements of Section 6 of this Chapter.

5.7 Disposition of Impounded Animals at the Owner's Request. If the owner of an impounded animal chooses to have the animal disposed of, the owner shall make such a request in writing to Animal Control Authority. Such a request must be accompanied by proof of ownership of the animal, as well as payment of the costs of the disposition.

5.8 Disposition of Unclaimed Animals. If an impounded animal is not reclaimed within seven (7) regular business days after the required notice is given to the owner or posted pursuant to this Chapter, the animal shall be deemed to have been abandoned, and the impounding facility may sell or give the animal to any person. If an abandoned animal is not sold, it may be destroyed in a humane manner. A regular business day for purposes of this Section means a day during which the impounding facility having custody of the animal is open to the public at least four consecutive hours between 8:00 a.m. and 7:00 p.m.

5.9 Costs of Impoundment. The owner of the animal is responsible for the costs of the impoundment and housing of an impounded animal.

6. Dangerous and Potentially Dangerous Dogs.

6.1 Duties of Owner of Potentially Dangerous and Dangerous Dogs. A person who owns or keeps a dangerous dog must comply with the requirements of Minnesota Statutes Sections 347.50 through 347.565 as may be amended from time to time, and which are adopted and incorporated herein by reference.

6.3. Designation of a Dog as Dangerous or Potentially Dangerous. The Animal Control Authority may determine that a dog is a potentially dangerous dog or a dangerous dog.

6.4 Appeal of Designation. Upon determination by the Animal Control Authority that a dog is potentially dangerous dog or dangerous dog, the City shall provide notice of this determination and information regarding the right to a hearing concerning the potentially dangerous dog or dangerous dog declaration to the owner of the dog pursuant to Minn. Stat. § 347.541, subd. 3. The notice must include all of the information required by Minn. Stat. § 347.541, subd. 3.

The notice declaring the dog potentially dangerous or dangerous shall be delivered or mailed to the owner of the dog, or served by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible.

6.4.1 Hearing.

- a. **Right to Hearing.** The owner of any dog declared a potentially dangerous dog or dangerous dog has the right to a hearing by an impartial hearing officer who may be either an impartial employee of the City or an impartial person retained by the City to conduct the hearing.
- b. **Appeal of Potentially Dangerous Dog or Dangerous Dog Designation.** The owner of a dog designated by the Animal Control Authority as a potentially dangerous dog or dangerous dog must file an appeal of that designation with the City Clerk within fourteen (14) days of receipt of the Notice of Declaration of Potentially Dangerous Dog or Dangerous Dog.
- c. **Hearing Scheduling and Conduct.** If the owner properly files an appeal of the potentially dangerous dog or dangerous dog designation, the City must hold a hearing within fourteen (14) days after the owner's request to determine the validity of the potentially dangerous dog or dangerous dog declaration is made to the City.

At the hearing, the owner of the dog shall have an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous dog

declaration. The hearing may receive evidence from the Animal Control Authority regarding the initial potentially dangerous or dangerous dog declaration.

- d. **Decision.** Upon receiving the evidence and testimony, the hearing officer shall uphold or rescind the potentially dangerous or dangerous dog declaration. In the event that the hearing officer upholds the potentially dangerous or dangerous dog declaration, the owner shall be responsible for paying actual expenses of the hearing up to a maximum of \$1,000. The Hearing Officer shall issue a decision on the matter within ten (10) days after the hearing. The decision must be delivered to the owner by hand delivery or registered mail as soon as practical and a copy must be provided to the Animal Control Authority.

6.5 Registration of Potentially Dangerous Dogs and Dangerous Dogs. No person may keep a potentially dangerous dog or dangerous dog within the City unless the dog is currently registered as provided in this Section. Registration must be completed within fourteen (14) days from the owner's receipt of Notice of Declaration of Potentially Dangerous Dog or Notice of Declaration of Dangerous Dog unless a timely appeal has been filed. The Animal Control Authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence of the following, which are required by Minnesota Statutes, Sections 347.50 through 347.565:

- a. Fee. Payment has been made for the annual potentially dangerous dog or dangerous dog registration fee set forth in City Code Chapter ____.
- b. Proper Enclosure. The owner of a potentially dangerous dog or dangerous dog must keep the dog in a proper enclosure that has been inspected and approved by the City.
- c. Tag. A potentially dangerous dog or dangerous dog must have a standardized, easily identifiable tag identifying the dog as a potentially dangerous dog or dangerous dog that shall be affixed to the dog's collar at all times.
- d. Surety Bond or Insurance Policy. The owner of a potentially dangerous dog or dangerous dog must provide a surety bond in a form acceptable to the Animal Control Authority, issued by a surety company authorized to conduct business in Minnesota in the amount of at least \$300,000, payable to any person injured by the dangerous dog or a policy of liability insurance company authorized to do business in Minnesota in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the potentially dangerous dog or dangerous dog.
- e. Microchip. Proof of implantation of the microchip identification in compliance with state law.
- f. Posting of Warning Symbol. The owner of a potentially dangerous dog or dangerous dog must post a warning symbol or multiple warning symbols, to be determined by the animal control authority, provided to the owner by the Animal Control Authority at the owner's cost, on the owner's property.

6.7 Potentially Dangerous and Dangerous Dog Designation Review. Review of a potentially dangerous dog or dangerous dog designation may be requested annually beginning six (6) months after the dog is declared to be a potentially dangerous dog or dangerous dog. The owner must present evidence to the Animal Control Authority that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the Animal Control Authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog or dangerous dog designation.

6.8 Notification of Changes. The owner of a dog designated as a potentially dangerous dog or dangerous dog shall notify the Police Chief in writing if the dog has died, is relocated from its current address, or is being given or sold to another person. The notification must be given in writing within thirty (30) days after the change in ownership or location or the dog's death. If requested by the Animal Control Authority, the owner must execute an affidavit under oath setting for the circumstances of the dog's death and disposition of the dog, or the complete name, address, and telephone number of the person to whom the dog has been transferred, whichever the case may be.

6.9 Sterilization of Potentially Dangerous Dogs and Dangerous Dogs. The owner of a potentially dangerous dog or dangerous dog must, at the owner's sole expense, sterilize the dog within thirty (30) days of the dog's designation as a potentially dangerous dog or dangerous dog. If the owner does not sterilize the dog, the Animal Control Authority shall seize the dog and have it sterilized at the owner's expense.

6.10 Confinement of Potentially Dangerous and Dangerous Dogs. The owner of any potentially dangerous dog or dangerous dog must confine the dog, while on the owner's property, in a proper enclosure. If the dog is outside the property enclosure, the owner must muzzle and restrain the dog by a substantial chain or lease and be under the physical restraint of a responsible person.

6.11 Confiscation and Reclamation of Potentially Dangerous and Dangerous Dogs The Animal Control Authority may summarily seize and impound a potentially dangerous dog or dangerous dog under the following circumstances:

- a. The owner fails to validly register the dog under this Section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
- b. The owner fails to secure the required liability insurance or surety bond under this Section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
- c. The owner fails to keep the dog in a proper enclosure;
- d. The dog is outside the proper enclosure and not muzzled and under the physical restraint of a responsible person as required by this Section.
- e. The owner fails to sterilize the dog within thirty (30) days of its designation as a potentially dangerous dog or dangerous dog.
- f. The owner is convicted of a misdemeanor for violating the provisions of this Section and the person is charged with a subsequent violation relating to the same dog. If the owner is convicted of the offense for which the dog was seized, the criminal court may order destruction of the dog and the owner must pay for the costs of confining and destroying the dog.

The owner may reclaim a potentially dangerous dog or dangerous dog by presenting proof of compliance with state law and this Section to the Animal Control Authority and payment of all

costs associated with the confiscation and confinement of the dog, including the impoundment fee set forth in City Code Chapter _____ and impoundment costs. If the owner does not reclaim the potentially dangerous or dangerous dog within seven (7) days, the Animal Control Authority may dispose of the dog and the owner is liable to the Animal Control Authority for the costs incurred in confining and disposing of the dog.

6.12 Dogs Not to be Deemed Dangerous. A dog shall not be deemed to be a potentially dangerous dog or a dangerous dog if the threat, injury, or damage was sustained by a person: (1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; (2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or (3) who was committing or attempting to commit a crime.

6.13 Destruction of Dog in Certain Circumstances. The Animal Control Authority or its designee may destroy a dog in a proper and humane manner if the dog:

- a. Inflicted substantial or great bodily harm on an human on public or private property without provocation;
- b. Inflicted multiple bites on a human on public or private property without provocation;
- c. Bit multiple human victims on public or private property in the same attack without provocation; or
- d. Bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

The Animal Control Authority must provide the owner of the dog an opportunity for a hearing before an impartial decision maker. The exemptions set forth in Section 6.12 apply to this provision.

7. CARE OF ANIMALS.

The care, health, keeping, shelter, and maintenance of all animals shall conform with the statutory provisions of Minnesota Statutes Chapter 343 and 346, which are hereby incorporated by reference and adopted as part of this Chapter; and

8. PROHIBITIONS.

A person must not own or keep any animal that creates or constitutes a public nuisance. A public nuisance is defined as:

- a. Owning or keeping animals that by virtue of the size, number, species, facilities for, and location is offensive because of but not limited to odor and noise or is dangerous to the public health, safety, or welfare;
- b. Owning or keeping an animal in the City that unreasonably causes annoyance or disturbance to another person by habitually howling, yelping, barking, or crying. Habitual howling, yelping, barking or crying is defined as howling, yelping, barking, or crying for repeated intervals of at least three (3) minutes with less than one (1) minute of interruption that can be heard at a location other than the animal keeper's property. Any such animal is hereby declared to be a public nuisance.

- c. An animal that has been the subject of a violation of this Chapter more than three times in a twenty-four (24) month period; or
- d. An animal running at large within the City limits.

9. COMMERCIAL, COMMERCIAL DAYCARE AND NON-COMMERCIAL KENNELS.

9.1 License Required. No person shall operate or maintain a commercial kennel, commercial daycare kennel or non-commercial kennel within the City without first obtaining a commercial kennel, commercial daycare kennel, or non-commercial kennel license from the City.

9.2 Application for Kennel License. An application for a commercial kennel, commercial daycare kennel, or non-commercial kennel license shall be made to the City Clerk on the form proscribed by the City. The applicant must provide all the information required on the form, including but not limited to:

- a. The name and address of the owner(s) of the kennel;
- b. The address or legal description of the real property where the kennel will be kept;
- c. The number of dogs proposed to be kept in the kennel;
- d. The location of any residential dwellings within one thousand (1,000) feet of the proposed kennel; and
- e. Proof that the proposed kennel complies with the requirements of the City's Zoning Code.

The applicant must pay the fee for a kennel license is set forth in City Code Chapter ____.

9.3 Construction and Location Standards for Kennels. The owner and operator of a commercial, commercial daycare or non-commercial kennel shall operate the kennel in a neat and sanitary manner. Additionally, the area within which the dogs are to sleep, eat, and exercise shall be enclosed completely by a wire mesh fence at least six (6) feet in height of sufficient gauge to ensure the confinement of the dogs. A kennel may not be located within five hundred (500) feet of any residential dwelling other than the owner's dwelling unless written permission from the owner(s) of all such residential dwellings is obtained. Kennels must comply with all relevant zoning requirements.

9.4 Review of Premises and Issuance of License. No kennel license may be issued until the applicant's property has been inspected and the inspection reveals that adequate safeguards are present to protect the surrounding neighborhood from nuisances and to ensure compliance with this Chapter. The license may include conditions that Animal Control Authority deem reasonably necessary to protect public health and safety and to protect persons on neighboring property from unsanitary conditions, unreasonable noise and odors, and other unreasonable annoyances. A denial of a kennel license application may be appealed to the City Council within ten (10) days of notification of the denial. The City Council shall hold a hearing to determine whether the denial should be upheld. If the City Council reverses the denial, it may impose conditions upon the granting of any commercial, commercial daycare, or non-commercial kennel license.

9.5 License Modification. The license may be reasonably modified by Animal Control Authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the City Clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the City Council.

9.6 Operation. Every kennel shall be maintained and operated in a neat and sanitary manner. All refuse, garbage, and animal waste shall be regularly removed so as to keep the surrounding area free from obnoxious odors.

9.7 Duration of License. A kennel license shall be issued for a period of two (2) years beginning January 1 and ending December 31. Applications for a renewal permit may not be made prior to sixty (60) days before January 1. A late fee, as set forth in City Code Chapter _____, will be assessed for any late applications.

9.8 Inspections. Animal Control Authority may go onto the premises of licensed kennels at reasonable times to inspect for compliance with this Chapter and other relevant laws and regulations. A violation of this chapter or other regulations not corrected within ten (10) days after notice of the violation is served via certified mail on the owner of the kennel shall be grounds for revocation of the license.

9.9 Revocation of License. A license may be revoked by the City Council for a violation of any condition of a kennel license or for any violation this Section following notice and a hearing as provided for in Chapter 3.

10. HORSES IN PUBLIC PARKS AND ROADWAYS.

10.1 Horses in City Parks. No person shall ride a horse or pony in any City park except in areas duly designated for the riding of such animals. The City Parks Director shall designate and properly post those areas in City Parks where horses and ponies may be ridden.

10.2 Horses on Public Roadways. Every person riding a horse or pony or driving any horse or pony drawn vehicle upon a public roadway shall be subject to those provisions of the City Code applicable to the driver of a motor vehicle, except those provisions which by their nature do not apply.

No person may ride or drive a horse or pony after sunset and before sunrise upon or across a public roadway without lighting or reflective clothing sufficient to enable a person to see the rider or driver and horse or pony from a distance of 100 feet away.

10.3 Interference Prohibited. No person shall interfere with any horse or pony being ridden in a lawful manner.

11. RIGHT OF ENTRY.

Animal Control Authority are authorized to enter onto any open yard or kennel in which an animal is kept at reasonable times for the purpose of discharging their duties imposed by this Chapter where there is a reasonable belief that a violation of this Chapter has been committed.

Animal Control Authority having reasonable cause to believe that a person has or is violating a provision of this Chapter or the conditions, limitations, restrictions or prohibitions of any permit

or license the City issues under this Chapter, may apply to the appropriate authority as prescribed by law for a warrant empowering the Animal Control Authority to enter the dwelling or residence of the owner or keeper of any animal for the purpose of investigating the same and to demand the owner's or keeper's presentation of the animal to the Animal Control Authority.

12. ENFORCEMENT OF THE PROVISIONS OF THIS CHAPTER.

The provisions of this Chapter may be enforced by the Animal Control Authority with the assistance of other personnel when appropriate.

13. PENALTY.

Unless otherwise designated, a violation of any provision of this Chapter is a misdemeanor.

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

ATTORNEYS AT LAW

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

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 25, 2010
**RE: Southern Sanitary Sewer Improvements, City Project No. 2003-03 –
Assessment Appeals / Compromise Agreements for the Dismissal of
Assessment Appeal re Watrud Properties, LLC
(Tax Parcel # 20-28400-012-01, generally lying East of Clark Road)**

Section 1. Background. The City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03. On May 27, 2008, the City held an assessment hearing and levied a \$42,142.15 special assessment against property owned by Watrud Properties, LLC. The property owner appealed the City's special assessment by filing an assessment appeal action in Dakota County District Court.

After negotiations between the property owner and the City to settle the assessment appeal action, the property owner has agreed to enter into a Compromise Agreements intended to resolve the disputes between the parties arising from the assessment appeal.

The purpose of the Compromise Agreement is to memorialize the covenants and agreements between the City and Watrud Properties, LLC in connection with the filing of District Court File No. 19HA-CV-08-2455.

The salient terms of the Compromise Agreement between the City and Watrud Properties, LLC are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the \$42,142.15 assessment against the Watrud Property by a reduction amount of \$3,371.37 (representing an eight percent (8%) reduction of the assessed amount).

- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Watrud had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installments of principal and any accrued interest due and payable on the \$42,142.15 special assessment that will be collected with the payable 2009 property taxes and the payable 2010 property taxes.
- The City and Watrud agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2455 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

Section 2. Council Action. The Council is asked to consider the following at the March 8, 2010, City Council meeting:

1. Attached resolution approving the Compromise Agreement between the City and Watrud Properties, LLC for the Dismissal of the Assessment Appeal related to Dakota County District Court File No. 19HA-CV-08-2455, together with the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2455.

The Director of Public Works and the City Attorney recommend approval.

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

RESOLUTION NO. 10- _____

**RESOLUTION APPROVING A COMPROMISE AGREEMENT,
SETTLEMENT STIPULATION, ORDER AND JUDGMENT
BETWEEN WATRUD PROPERTIES, LLC
AND THE CITY OF INVER GROVE HEIGHTS
RELATING TO CITY PROJECT 2003-03**

WHEREAS, Watrud Properties, LLC, a Minnesota limited liability company (“Watrud”), owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-28400-012-01 (“Watrud Property (East)”).

WHEREAS, the Feasibility Report for City Project 2003-03 (the “Project”) proposed to specially assess the Watrud Property (East) \$42,142.15 pursuant to the Preliminary Assessment Roll contain in the report as Appendix C.

WHEREAS, on May 27, 2008, the Council approved Resolution 08-115 adopting the Final Assessment Roll for City Project 2003-03.

WHEREAS, on said Final Assessment Roll included a \$42,142.15 assessment against the Watrud Property (East).

WHEREAS, Watrud appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-08-2455.

WHEREAS, the Property Owner has executed a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2455.

WHEREAS, the salient terms of the Compromise Agreement between the City and Watrud are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the \$42,142.15 assessment against the Watrud Property (East) by a reduction amount of \$3,371.37 (representing an eight percent (8%) reduction of the assessed amount).
- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if Watrud had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installments of principal and any accrued interest due and payable on the \$42,142.15 special assessment that will be collected with the payable 2009 property taxes and the payable 2010 property taxes.

- The City and Watrud agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2455 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

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

1. The Council hereby approves the attached Compromise Agreement between Watrud Properties, LLC and the City of Inver Grove Heights.
2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2455.
3. The Mayor and Deputy City Clerk are authorized to execute the attached Compromise Agreement between Watrud Properties, LLC and the City of Inver Grove Heights, and (if necessary) to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2455.
4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2455.
5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-08-2455.

Passed this 8th day of March, 2010.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

**COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL**

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the ____ day of _____, 2010 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and Watrud Properties, LLC, a Minnesota limited liability company ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-28400-012-01 (hereinafter legally described and defined as the "Property"); and

WHEREAS, the City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03 (the "Project");

WHEREAS, on May 27, 2008, the City held an assessment hearing and levied a \$42,142.15 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-08-2455; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2455.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2455.

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-08-2455.

Section 1.04 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Agreement:** This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2455.
- (b) **Agreement Date:** The date written in the first paragraph of the Agreement.
- (c) **Assessment Levy Amount:** The amount of the City's original assessment levy against the Property for the Project improvements in the amount of \$42,142.15.
- (d) **Assessment Principal Reduction Amount:** An assessment principal amount that the City agrees to pay to resolve Property Owner's assessment appeal. The assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made a principal payment

to the City. The agreed upon Assessment Principal Reduction Amount to resolve District Court File No. 19HA-CV-08-2455 is an eight percent (8%) reduction in the Assessment Levy Amount which equals \$3,371.37.

- (e) City: The City of Inver Grove Heights, a Minnesota municipal corporation.
- (f) Project: The City's Southern Sanitary Sewer Improvements, City Project No. 2003-03.
- (g) Property: Real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-28400-012-01 and legally described as follows:

That part of Lot 1, Block 1, GAINEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota lying northerly of a line described as commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 668.57 feet to the point of beginning of the line to be described; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1 and said line there terminating.
- (h) Property Owner: Watrud Properties LLC, a Minnesota limited liability company.
- (i) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-08-2455.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

- (a) City Reduction of Property Assessment Principal Balance: On May 27, 2008, the City passed Resolution No. 08-115 which approved the Assessment Levy Amount of \$42,142.15 against the Property for the Project improvements. The City agrees that the City shall reduce the remaining principal balance of said assessment against the Property by the Assessment Principal Reduction Amount of \$3,371.37 (representing an eight percent (8%) reduction of the Assessment Levy Amount).

This assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City. Said assessment principal reduction shall be effectuated by the City within thirty (30) days following the Inver Grove Heights City Council approval of this Agreement.

Said principal reduction shall not affect or reduce the first installments of principal and any accrued interest due and payable on the \$42,142.15 special assessment that will be collected with the payable 2009 property taxes and the payable 2010 property taxes. The Property Owner acknowledges and agrees that said principal reduction will be treated by Dakota County as if the Property Owner made a partial principal payment to reduce the principal balance of the assessment.

Section 3.02 Covenants and Agreements of the Property Owner. Property Owner covenants and agrees with the City that:

- (a) Title: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement.
- (b) Settlement Stipulation: Property Owner hereby agrees that Property Owner's authorized representatives shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit A. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon City Reduction of Property Assessment Principal Balance reflected above in Section 3.01(a); and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the District Court.
- (c) Property Owner Payment of Assessment Levy Amount less Assessment Principal Reduction Amount: Property Owner hereby agrees to pay the Assessment Levy Amount and any accrued interest less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. City Resolution No. 08-115 approved the Assessment Levy Amount of \$42,142.15 against the Property with interest accruing from July 1, 2009 at a rate of 6.25%. Property Owner acknowledges and agrees that the City's payment/certification of the Assessment Principal Reduction Amount shall not affect or reduce the first installments of principal and accrued interest due and payable on the \$42,142.15 special assessment that will be collected with the payable 2009 property taxes and the payable 2010 property taxes. Property Owner acknowledges and agrees that the benefit of the City's payment/certification of the Assessment Principal Reduction Amount shall be first reflected in the reduced assessment principal and accrued interest calculated by

Dakota County and collected with the payable 2011 property taxes.

- (d) Assessment Waiver: Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Assessment Levy Amount and any accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. The Property Owner also hereby waives any and all procedural and substantive objections to the City's special assessment of the Property for Project improvement pursuant to City Resolution No. 08-115, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Levy Amount and all accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City exceeds the benefit to the Property for the Project.

ARTICLE 4 **GENERAL PROVISIONS**

Section 4.01 Non-Assignability. Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.06 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 4.08 Captions. The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 4.09 Recording. This Agreement may be recorded by the City with the County Recorder and/or Registrar of Titles.

Section 4.10 Governmental Immunity. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

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Exhibit A

STATE OF MINNESOTA
COUNTY OF DAKOTA

DISTRICT COURT
FIRST JUDICIAL DISTRICT
COURT FILE NO. 19HA-CV-08-2455

Watrud Properties, LLC,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

**SETTLEMENT STIPULATION
ORDER AND JUDGMENT**

(PID No. 202840001201)
Case Type: Special Assessment
Appeal

WHEREAS, Appellant and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

WHEREAS, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANT

GRANNIS & HAUGE, P.A.

By: _____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By: _____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2010.

BY THE COURT:

Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2010.

COURT ADMINISTRATOR:

By: _____

Its: _____

STATE OF MINNESOTA
COUNTY OF DAKOTA

DISTRICT COURT
FIRST JUDICIAL DISTRICT
COURT FILE NO. 19HA-CV-08-2455

Watrud Properties, LLC,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

**SETTLEMENT STIPULATION,
ORDER AND JUDGMENT**

(PID No. 202840001201)
Case Type: Special Assessment
Appeal

WHEREAS, Appellant and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

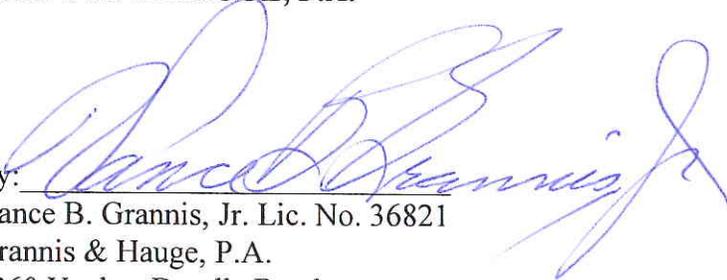
WHEREAS, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANT

GRANNIS & HAUGE, P.A.

By: 

Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By: _____

Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2010.

BY THE COURT:

Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2010.

COURT ADMINISTRATOR:

By: _____

Its: _____

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

ATTORNEYS AT LAW

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

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 25, 2010
**RE: Project No. 2003-03 – Southern Sanitary Sewer System Improvements
Proposed Settlement with Watrud Properties, LLC related to
Tax Parcel No. 20-28401-010-00, generally located West of Clark Road**

Section 1. Background. This memo relates to a proposed settlement of an assessment appeal district court matter. A special assessment appeal was filed by Watrud Properties, LLC as District Court File No. 19HA-CV-08-2451 in connection with the City's special assessments of sanitary sewer area charges and sanitary sewer lateral charges for Southern Sewer System Improvements, City Project 2003-03.

Section 2. Assessment Appeal. The City certified an assessment against the Watrud property at the rate of 6.25% in the principal amount of \$154,029.15. Said \$154,029.15 assessment was calculated as follows:

Sanitary Sewer Area and Lateral Assessment Amount Certified for Collection

<u>PID No.</u>	<u>Special Assessment Amount</u>
PID No. 20-28401-010-00:	34.41 acre total parcel size
Sanitary Sewer Area Assessment: (based on 34.41 acre total parcel size x \$3,215.00 per acre area assessment rate)	\$110,628.15
Sanitary Sewer Lateral Assessment: ((based on 34.41 acre total acre size less 17.39 acres of wetland = 17.02 acres) x \$2,550.00 per acre lateral assessment rate))	\$43,401.00

Certified Special Assessment Amount for Collection: \$154,029.15

The property owner filed an assessment appeal in district court alleging that the assessment exceeds the benefit to the subject property. The property owner represents that only 12.99 acres of the relatively large 34.41 acre vacant industrial site is developable due to the encumbrance of multiple DNR wetlands and other ponding areas.

Section 3. Proposed Assessment Appeal Settlement. The City and the property owner have negotiated a proposal to resolve the pending assessment appeal. The salient aspects of the agreement are:

- The proposed settlement provides for the reduction of assessment of sanitary sewer area and lateral charges to 12.99 acres multiplied: by the \$3,215.00 per acre sanitary sewer area rate, and by the \$2,550.00 per acre sanitary sewer lateral rate equaling an assessment of about \$75,000 (in lieu of the certified special assessment of \$154,029.15).
- The property owner also agrees that all or part of said undevelopable area (21.42 acres = 34.41 acres – 12.99 acres) will be subject to a contractual area connection fee and a contractual lateral connection fee upon any replat of the property whereby any portion of the undevelopable area becomes future developable area prior to July 1, 2039.
- The property owner agrees further that the contractual area and lateral connection fees shall be calculated by multiplying any new future developable area (over and above the 12.99 acres) by the City of Inver Grove Heights per acre area sanitary sewer area and lateral assessment rate applicable at the time of a replat of the property.
- If the property is replatted and any portion of the undevelopable area (said 21.42 acres) becomes future developable area prior to July 1, 2039, the property owner shall pay the City the contractual area connection fee and the contractual lateral connection fee (using current sanitary sewer area and lateral assessment rates) prior to the City's release of the replat of the property for recording purposes.
- The property owner agrees that the property may not be developed and/or improved without a replat of the property which is currently platted as an outlot. The property owner also agrees that the entire property shall be replatted into a lot or lots with one or more replats.
- The property owner acknowledges and agrees that the contractual area connection fee and the contractual lateral connection fee defined and created by the Waiver Agreement (referenced in Section 4) shall be in addition to the City core connection fee and the City SAC charge and the SAC charge of the Metropolitan Council Environmental Services (MCES) as set and collected pursuant to the ordinances of the City in effect at the time of connection to the City's sanitary sewer system.

Section 4. Council Action. The Council is asked to consider the attached Resolution which approves the following two (2) settlement documents:

1. Waiver Agreement between Watrud Properties, LLC and the City of Inver Grove Heights.
2. Settlement Stipulation, Order and Judgment in connection with the assessment appeal matter (District Court File No. 19HA-CV-08-2451).

The Council is also asked to authorize the City Attorney to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2451; and the Council is asked to authorize the City Attorney to take such action to implement the provisions in the attached Waiver Agreement.

The Director of Public Works and the City Attorney recommend approval.

The general practice of the City is to impose area assessments based on gross acreage without a deduction for any wetlands. In most instances, the size of the wetlands is relatively small in proportion to the developable land, and, thus, in most instances, the development potential of the property as a whole is not significantly diminished by the undevelopable portion; as a result, the City practice is to assess the whole. Here, however, the property serves as a regional depository of stormwater from adjoining tracts, and more than 60% of the land is not available for development. These unique facts would be an influence on the benefit derived from the public improvement.

To make sure that the undevelopable portion does not escape assessments if in fact the undevelopable becomes developable, the Agreement specifies that the owner has to pay assessments in the future at the future rates if the undevelopable becomes developable.

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

RESOLUTION NO. 10- _____

**RESOLUTION APPROVING A WAIVER AGREEMENT,
SETTLEMENT STIPULATION, ORDER AND JUDGMENT
BETWEEN WATRUD PROPERTIES, LLC
AND THE CITY OF INVER GROVE HEIGHTS
RELATING TO CITY PROJECT 2003-03**

WHEREAS, Watrud Properties, LLC, a Minnesota limited liability company (“Watrud”), owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-28401-010-00 (“Watrud Property (West)”).

WHEREAS, pursuant to Minnesota Statutes, Chapter 429, the City approved (partial) financing of City Project 2003-03 with the special assessment of sanitary sewer area charges and sanitary sewer lateral charges.

WHEREAS, the City certified an assessment against the Watrud Property (West) at the rate of 6.25% in the principal amount of \$154,029.15.

WHEREAS, Watrud appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-08-2451.

WHEREAS, Watrud has executed a Waiver Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2451.

WHEREAS, the salient terms of the Waiver Agreement between the City and Watrud are as follows:

- The proposed settlement provides for the reduction of assessment of sanitary sewer area and lateral charges to 12.99 acres multiplied: by the \$3,215.00 per acre sanitary sewer area rate, and by the \$2,550.00 per acre sanitary sewer lateral rate equaling an assessment of about \$75,000 (in lieu of the certified special assessment of \$154,029.15).
- The property owner also agrees that all or part of said undevelopable area (21.42 acres = 34.41 acres – 12.99 acres) will be subject to a contractual area connection fee and a contractual lateral connection fee upon any replat of the property whereby any portion of the undevelopable area becomes future developable area prior to July 1, 2039.
- The property owner agrees further that the contractual area and lateral connection fees shall be calculated by multiplying any new future developable area (over and above the 12.99 acres) by the City of Inver Grove Heights per acre area sanitary sewer area and lateral assessment rate applicable at the time of a replat of the property.
- If the property is replatted and any portion of the undevelopable area (said 21.42 acres) becomes future developable area prior to July 1, 2039, the property owner shall pay the City the contractual area connection fee and the contractual lateral connection fee (using current sanitary sewer area and lateral assessment rates) prior to the City’s release of the

replat of the property for recording purposes.

- The property owner agrees that the property may not be developed and/or improved without a replat of the property which is currently platted as an outlot. The property owner also agrees that the entire property shall be replatted into a lot or lots with one or more replats.
- The property owner acknowledges and agrees that the contractual area connection fee and the contractual lateral connection fee defined and created by the Waiver Agreement shall be in addition to the City core connection fee and the City SAC charge and the SAC charge of the Metropolitan Council Environmental Services (MCES) as set and collected pursuant to the ordinances of the City in effect at the time of connection to the City's sanitary sewer system.

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

1. The Council hereby approves the attached Waiver Agreement between Watrud Properties, LLC and the City of Inver Grove Heights.
2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2451.
3. The Mayor and Deputy City Clerk are authorized to execute the attached Waiver Agreement between Watrud Properties, LLC and the City of Inver Grove Heights, and (if necessary) to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2451.
4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2451.
5. The City Attorney is authorized to take such action to implement the provisions in the attached Waiver Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-08-2451.

Passed this 8th day of March, 2010.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

**WAIVER AGREEMENT
BETWEEN WATRUD PROPERTIES, LLC
AND CITY OF INVER GROVE HEIGHTS**

THIS WAIVER AGREEMENT (hereafter referred to as the “Agreement”) is made, entered into and effective this _____ day of _____, 2010, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the “City”); and Watrud Properties, LLC, a Minnesota limited liability company (hereinafter referred to as the “Property Owner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

1.2 Applicable Area Connection Fee Rate. “Applicable Area Connection Fee Rate” means the City of Inver Grove Heights per acre area sanitary sewer assessment rate applicable at the time of a replat of the Property.

1.3 Applicable Lateral Connection Fee Rate. “Applicable Lateral Connection Fee Rate” means the City of Inver Grove Heights per acre lateral sanitary sewer assessment rate applicable at the time of a replat of the Property.

1.4 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.5 Contractual Area Connection Fee. “Contractual Area Connection Fee” means the Future Developable Area multiplied by the Applicable Area Connection Fee Rate.

1.6 Contractual Lateral Connection Fee. “Contractual Lateral Connection Fee” means the Future Developable Area multiplied by the Applicable Lateral Connection Fee Rate.

1.7 Developable Area. “Developable Area” means that part of the Property pictorially depicted in Exhibit 1 (as the Developable Area) and legally described in Exhibit 2.

1.8 Future Developable Area. “Future Developable Area” means any per acre portion of the Property pictorially depicted in Exhibit 1 (as the Undevelopable Area) and legally described in Exhibit 3 which can be used upon a replat of said per acre portion of the Property prior to July 1, 2039, for buildings, outdoor storage, and/or parking lots, including also the minimum side, rear and front yard setbacks required by the City Zoning Code for said buildings, outdoor storage, and/or parking lots.

1.9 Property Owner. “Property Owner” means Watrud Properties, LLC, a Minnesota limited liability company.

1.10 Property. “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, identified as Dakota County Property Tax Parcel with Property Tax Identification Number (“PID No.”): PID No. 20-28401-010-00; and, said Dakota County Property Tax Parcel is legally described on the attached Exhibit 4.

1.11 Project. “Project” means City of Inver Grove Heights Project No. 2003-03 Southern Sanitary Sewer System Improvements.

1.12 Undevelopable Area. “Undevelopable Area” means that part of the Property pictorially depicted in Exhibit 1 (as the Undevelopable Area) and legally described in Exhibit 3.

ARTICLE 2 **RECITALS**

Recital No. 1. Pursuant to Minnesota Statutes, Chapter 429, the City approved (partial) financing of the Project with the special assessment of sanitary sewer area charges and sanitary sewer lateral charges.

Recital No. 2. The Property Owner appealed the City’s special assessments pursuant to Minn. Stat. § 429.081.

Recital No. 3. This Agreement is a part of unified settlement including a Settlement Stipulation relating to Property Owner’s interest in the special assessment appeal matter pending in Dakota County District Court File No. 19HA-CV-08-2451.

Recital No. 4. The City certified an assessment against the Property at the rate of 6.25% in the principal amount of \$154,029.15. Said \$154,029.15 assessment was calculated as follows:

Sanitary Sewer Area and Lateral Assessment Amount Certified for Collection

<u>PID No.</u>	<u>Special Assessment Amount</u>
PID No. 20-28401-010-00:	34.41 acre total parcel size
Sanitary Sewer Area Assessment: (based on 34.41 acre total parcel size x \$3,215.00 per acre area assessment rate)	\$110,628.15
Sanitary Sewer Lateral Assessment: ((based on 34.41 acre total acre size less 17.39 acres of wetland = 17.02 acres) x \$2,550.00 per acre lateral assessment rate))	\$43,401.00
<u>Certified Special Assessment Amount for Collection:</u>	<u>\$154,029.15</u>

Recital No. 5. Said \$154,029.15 assessment amount was certified as three (3) separate assessments to accommodate the Dakota County computer system's inability to calculate only a half year of interest for 2008 (payable in 2009). The City certified the following assessment codes to accommodate the Dakota County computer system:

City Assessment Code 596:

One year of principal in the amount of \$15,402.92 was collected with the payable 2009 taxes as a separate assessment.

City Assessment Code 605:

Half year of interest in the amount of \$4,332.07 was collected with the payable 2009 taxes as a separate assessment (reflective of \$15,402.92 multiplied by an equivalent half interest rate of 3.125%).

City Assessment Code 604:

Remaining Principal Balance of \$138,626.23 (reflective of \$154,029.15 less one year of principal in the amount of \$15,402.92 collect pursuant to City Assessment Code 596) spread over a period of 9 years at the original interest rate of 6.25%.

Principal to be collected with Payable 2010 Property Taxes:	\$15,402.91
Interest to be collected with Payable 2010 Property Taxes:	<u>\$ 8,664.13</u>
Principal and Interest to be collected with Payable 2010 Property Taxes:	\$24,067.04

Principal Balance after collection of Payable 2010 Property Taxes: \$123,223.32

Recital No. 6. The City and Property Owner agree that the City shall reduce the remaining assessment principal balance of \$123,223.32 to \$44,194.18. This assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the

Property Owner had made an assessment principal payment to the City. Said assessment principal reduction shall be effectuated by the City within thirty (30) days following the Inver Grove Heights City Council approval of this Agreement. Said assessment principal reduction shall not affect or reduce the installments of principal and accrued interest due and collected with the payable 2009 and 2010 property taxes (and remitted/paid to the City by Dakota County). The Property Owner acknowledges and agrees that said principal reduction will be treated by Dakota County as if the Property Owner made a partial principal payment to reduce the principal balance of the assessment. The City and Property Owner agree further that the City will direct Dakota County to collect the remaining assessment principal balance of \$44,194.18 as follows over eight (8) years (with interest accruing at 6.25% per year):

- Principal Payable in 2011: \$4,419.42 (10% of remaining assessment principal balance)
- Principal Payable in 2012: \$4,419.42 (10% of remaining assessment principal balance)
- Principal Payable in 2013: \$4,419.42 (10% of remaining assessment principal balance)
- Principal Payable in 2014: \$4,419.42 (10% of remaining assessment principal balance)
- Principal Payable in 2015: \$6,629.13 (15% of remaining assessment principal balance)
- Principal Payable in 2016: \$6,629.13 (15% of remaining assessment principal balance)
- Principal Payable in 2017: \$6,629.12 (15% of remaining assessment principal balance)
- Principal Payable in 2018: \$6,629.12 (15% of remaining assessment principal balance)

Recital No. 7. The City and the Property Owner hereby agree that a Contractual Area Connection Fee and a Contractual Lateral Connection Fee will be paid by the Property Owner (and/or by its successors, assigns and/or by future owners of the Property) upon any replat of the Property whereby any portion of the Undevelopable Area pictorially shaded in green on Exhibit 1 and legally described in Exhibit 2 becomes Future Developable Area prior to July 1, 2039. Such a portion of the Undevelopable Area shaded in green on Exhibit 1 and legally described in Exhibit 2 which becomes Future Developable Area shall be subject to a Contractual Area Connection Fee and a Contractual Lateral Connection Fee calculated by multiplying the acres of such Future Developable Area by the Applicable Area Connection Fee Rate and the Applicable Lateral Connection Fee Rate as both are applicable at the time of each replat of the Property.

ARTICLE 3
AGREEMENTS RELATING TO SPECIAL ASSESSMENTS

3.1 Settlement Stipulation. The Property Owner hereby agrees to dismiss its assessment appeal in Dakota County District Court File No. 19HA-CV-08-2451 provided that City agrees to reduce and reschedule the special assessment as shown in Recital No. 6. The Property Owner also agrees that the Property Owner shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit 5. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon assessment principal reduction and remaining assessment principal collection schedule reflected above in Article 2, Recital No. 6; and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation,

Order and Judgment with the District Court. The Property Owner and City also agree that Dakota County District Court File No. 19HA-CV-08-2451 shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

3.2 Property Owner Payment of Reduced Assessment Amount. The Property Owner agrees to pay the remaining assessment principal balance over the eight (8) year term pursuant to Article 2, Recital No. 6, or the Property Owner may pay-off the remaining assessment principal balance (or any part thereof) with interest accruing at a rate of 6.25%. Property Owner acknowledges and agrees that the City's reduction and rescheduling of the principal assessment amount shall not affect or reduce the installments of principal and accrued interest collected with the payable 2009 and 2010 property taxes (and remitted/paid to the City by Dakota County). Property Owner acknowledges and agrees that the benefit of the City's reduction and rescheduling of the remaining assessment principal balance shall be first reflected in the reduced assessment principal and accrued interest calculated by Dakota County and collected with the payable 2011 property taxes.

3.3 Assessment Waiver. The Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the agreed upon special assessment against the Property up to the principal amount of \$75,000.00. The Property Owner also hereby waives any and all procedural and substantive objections to the City's special assessment of the Property for Project improvement pursuant to City Resolution No. 08-115, including, but not limited to, notice and hearing requirements and any claim that any or all of the special assessment against the Property in the principal amount of \$75,000.00 exceeds the benefit to the Property for the Project.

ARTICLE 4 **AGREEMENTS RELATING TO CONNECTION FEES**

4.1 Obligation of Property Owner for Contractual Area Connection Fees and Contractual Lateral Connection Fees. The parties agree that the City shall reduce and reschedule the remaining principal balance pursuant to Article 2, Recital No. 6 in reliance upon the Property Owner's representation that the Property would be developed and replatted such that the Developable Area shown as shaded red in Exhibit 1 and legally described on Exhibit 2 would be benefitted and connected to the City sanitary sewer system.

The City and the Property Owner hereby agree that all or part of said Undevelopable Area will be subject to a Contractual Area Connection Fee and a Contractual Lateral Connection Fee upon any replat of the Property whereby any portion of the Undevelopable Area becomes Future Developable Area prior to July 1, 2039. The Property Owner (on behalf of its successors, assigns and/or future owners of the Property) agrees to pay said Contractual Area Connection Fee and said Contractual Lateral Connection Fee upon any replat of the Property whereby any portion of the Undevelopable Area becomes Future Developable Area prior to July 1, 2039. The City and Property Owner agree further that the Contractual Area Connection Fee shall be calculated by multiplying the Future Developable Area by the Applicable Area Connection Fee

Rate; and the Contractual Lateral Connection Fee shall be calculated by multiplying the Future Developable Area by the Applicable Lateral Connection Fee Rate. Said Applicable Area Connection Fee Rate is defined (in Article 1, Section 1.2) as the City of Inver Grove Heights per acre area sanitary sewer assessment rate applicable at the time of a replat of the Property. Said Applicable Lateral Connection Fee Rate is defined (in Article 1, Section 1.3) as the City of Inver Grove Heights per acre lateral sanitary sewer assessment rate applicable at the time of a replat of the Property.

If the Property is replatted and any portion of the Undevelopable Area becomes Future Developable Area prior to July 1, 2039, the Property Owner shall pay the City the Contractual Area Connection Fee and the Contractual Lateral Connection Fee prior to the City's release of the replat of the Property for recording purposes. The Property Owner agrees further that the Property may not be developed and/or improved without a replat of the Property which is currently platted as an outlot. The Property Owner also agrees that the entire Property shall be replatted into a lot or lots with one or more replats. The Property Owner acknowledges and agrees that the Contractual Area Connection Fee and the Contractual Lateral Connection Fee defined and created by this Agreement shall be in addition to the City core connection fee and the City SAC charge and the SAC charge of the Metropolitan Council Environmental Services (MCES) as set and collected pursuant to the ordinances of the City in effect at the time of connection to the City's sanitary sewer system. The Property Owner also acknowledges that there shall be no waiver (pursuant to Article 5, Section 5.2) of obligation to pay the Contractual Area Connection Fee and the Contractual Lateral Connection Fee defined and created by this Agreement due to the City's failure to demand payment upon the recording of the replat.

ARTICLE 5 MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Property, and shall be binding upon the parties and the successors and assigns of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

5.5 Recording. This Agreement may be recorded by the City.

The balance of this page is intentionally left blank.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the **City of Inver Grove Heights**, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

Property Owner: Watrud Properties, LLC

By: 
Steven R. Watrud
Its: President and Chief Managing Officer

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 22nd day of February, 2010, before me a Notary Public within and for said County, personally appeared Steven R. Watrud to me personally known, who being by me duly sworn, did say that he is the President and Chief Managing Officer of **Watrud Properties, LLC**, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Governors and said President and Chief Managing Officer acknowledged said instrument to be the free act and deed of the limited liability company.



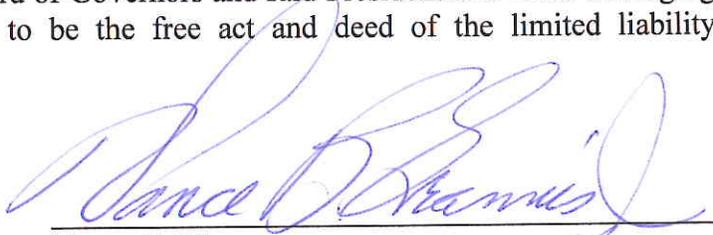

Notary Public

EXHIBIT 1

**PICTORIAL REPRESENTATION OF DEVELOPABLE AREA NOT SUBJECT TO
FUTURE CONTRACTUAL AREA CONNECTION FEE
AND NOT SUBJECT TO FUTURE CONTRACTUAL LATERAL CONNECTION FEE**
AND
**PICTORIAL REPRESENTATION OF UNDEVELOPABLE AREA SUBJECT TO
FUTURE CONTRACTUAL AREA CONNECTION FEE
AND SUBJECT TO FUTURE CONTRACTUAL LATERAL CONNECTION FEE IF
PLATTED AS DEVELOPABLE PROPERTY**

EXHIBIT 2

LEGAL DESCRIPTION OF DEVELOPABLE AREA
NOT SUBJECT TO FUTURE CONTRACTUAL AREA CONNECTION FEE
AND NOT SUBJECT TO FUTURE CONTRACTUAL LATERAL CONNECTION FEE

EXHIBIT 2

That part of Outlot A, Gainey Second Addition, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Beginning at the northeast corner of said Outlot A; thence North 89 degrees 40 minutes 20 seconds West, along the north line of said Outlot A, a distance of 570.00 feet; thence South 0 degrees 12 minutes 38 seconds East a distance of 170.00 feet; thence North 89 degrees 40 minutes 20 seconds West a distance of 276.00 feet; thence South 0 degrees 12 minutes 38 seconds East a distance of 302.71 feet; thence South 31 degrees 21 minutes 53 seconds West a distance of 106.04 feet; thence South 52 degrees 52 minutes 52 seconds West a distance of 106.81 feet; thence South 0 degrees 12 minutes 38 seconds East a distance of 133.41 feet; thence South 46 degrees 09 minutes 53 seconds East a distance of 20.10 feet; thence South 5 degrees 34 minutes 00 seconds East a distance of 42.50 feet; thence North 77 degrees 12 minutes 35 seconds East a distance of 85.90 feet; thence North 56 degrees 39 minutes 06 seconds East a distance of 49.48 feet; thence North 72 degrees 29 minutes 53 seconds East a distance of 94.07 feet; thence North 80 degrees 27 minutes 45 seconds East a distance of 91.38 feet; thence North 52 degrees 10 minutes 20 seconds East a distance of 51.14 feet; thence North 70 degrees 26 minutes 28 seconds East a distance of 102.72 feet; thence North 83 degrees 43 minutes 13 seconds East a distance of 87.18 feet; thence South 69 degrees 30 minutes 44 seconds East 117.08 feet; thence South 27 degrees 30 minutes 05 seconds East a distance of 36.82 feet; thence North 80 degrees 57 minutes 27 seconds East a distance of 65.78 feet; thence South 63 degrees 06 minutes 02 seconds East a distance of 159.32 feet; thence South 77 degrees 37 minutes 23 seconds East a distance of 108.48 feet to the east line of said Outlot A; thence North 0 degrees 12 minutes 38 seconds West, along said east line, a distance of 806.20 feet to the point of beginning.

EXHIBIT 3

LEGAL DESCRIPTION OF UNDEVELOPABLE AREA
SUBJECT TO FUTURE CONTRACTUAL AREA CONNECTION FEE
AND SUBJECT TO FUTURE CONTRACTUAL LATERAL CONNECTION FEE
IF PLATTED AS DEVELOPABLE PROPERTY

EXHIBIT 3

Outlot A, Gainey Second Addition, according to the recorded plat thereof, Dakota County, Minnesota, except that part described as follows:

Beginning at the northeast corner of said Outlot A; thence North 89 degrees 40 minutes 20 seconds West, along the north line of said Outlot A, a distance of 570.00 feet; thence South 0 degrees 12 minutes 38 seconds East a distance of 170.00 feet; thence North 89 degrees 40 minutes 20 seconds West a distance of 276.00 feet; thence South 0 degrees 12 minutes 38 seconds East a distance of 302.71 feet; thence South 31 degrees 21 minutes 53 seconds West a distance of 106.04 feet; thence South 52 degrees 52 minutes 52 seconds West a distance of 106.81 feet; thence South 0 degrees 12 minutes 38 seconds East a distance of 133.41 feet; thence South 46 degrees 09 minutes 53 seconds East a distance of 20.10 feet; thence South 5 degrees 34 minutes 00 seconds East a distance of 42.50 feet; thence North 77 degrees 12 minutes 35 seconds East a distance of 85.90 feet; thence North 56 degrees 39 minutes 06 seconds East a distance of 49.48 feet; thence North 72 degrees 29 minutes 53 seconds East a distance of 94.07 feet; thence North 80 degrees 27 minutes 45 seconds East a distance of 91.38 feet; thence North 52 degrees 10 minutes 20 seconds East a distance of 51.14 feet; thence North 70 degrees 26 minutes 28 seconds East a distance of 102.72 feet; thence North 83 degrees 43 minutes 13 seconds East a distance of 87.18 feet; thence South 69 degrees 30 minutes 44 seconds East 117.08 feet; thence South 27 degrees 30 minutes 05 seconds East a distance of 36.82 feet; thence North 80 degrees 57 minutes 27 seconds East a distance of 65.78 feet; thence South 63 degrees 06 minutes 02 seconds East a distance of 159.32 feet; thence South 77 degrees 37 minutes 23 seconds East a distance of 108.48 feet to the east line of said Outlot A; thence North 0 degrees 12 minutes 38 seconds West, along said east line, a distance of 806.20 feet to the point of beginning.

EXHIBIT 4

LEGAL DESCRIPTION OF PROPERTY

(PID No. 20-28401-010-00)

(Abstract Property)

Outlot A, Gainey Second Addition, Dakota County, Minnesota.

EXHIBIT 5

SETTLEMENT STIPULATION. ORDER AND JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-08-2451

Watrud Properties, LLC,

Appellant,

**SETTLEMENT STIPULATION,
ORDER AND JUDGMENT**

v.

City of Inver Grove Heights,

Respondent.

(PID No. 202840101000)
Case Type: Special Assessment
Appeal

WHEREAS, Appellant and Respondent have resolved this special assessment dispute pursuant to a separate agreement.

WHEREAS, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEY FOR
APPELLANT

GRANNIS & HAUGE, P.A.

By: _____
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By: _____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2010.

BY THE COURT:

Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2010.

COURT ADMINISTRATOR:

By: _____

Its: _____

STATE OF MINNESOTA
COUNTY OF DAKOTA

DISTRICT COURT
FIRST JUDICIAL DISTRICT
COURT FILE NO. 19HA-CV-08-2451

Watrud Properties, LLC,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

**SETTLEMENT STIPULATION,
ORDER AND JUDGMENT**

(PID No. 202840101000)

Case Type: Special Assessment
Appeal

WHEREAS, Appellant and Respondent have resolved this special assessment dispute pursuant to a separate agreement.

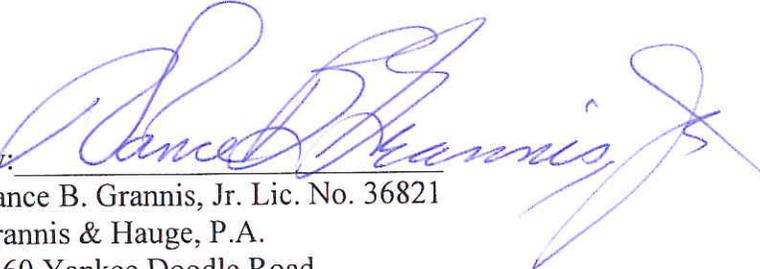
WHEREAS, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

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ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2010.

BY THE COURT:

Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2010.

COURT ADMINISTRATOR:

By: _____

Its: _____