

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, MARCH 22, 2010**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS:**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
  - A. Minutes – March 8, 2010 Regular Council Meeting \_\_\_\_\_
  - B. Resolution Approving Disbursements for Period Ending March 17, 2010 \_\_\_\_\_
  - C. Change Order No. 4 and Pay Voucher No. 5 for City Project No. 2008–09F, Salem Hills Farm Street Reconstruction/Mill and Overlay \_\_\_\_\_
  - D. Approve Additional Services Agreement with BKV \_\_\_\_\_
  - E. Approve Use of Turf Care Products in the Park System for 2010 \_\_\_\_\_
  - F. Approve Tree Fund Expenditures for 2010 \_\_\_\_\_
  - G. Approve Agreement with Great River Greening for Work at Heritage Village Park \_\_\_\_\_
  - H. Approve Grant Agreement with Dakota County for Way–Finding Signage \_\_\_\_\_
  - I. Approve Phase II Environmental Contract for the Rock Island Swing Bridge Property and Property Located at 4301 63<sup>rd</sup> St E \_\_\_\_\_
  - J. Approve Portable Toilet Agreement for 2010 – 2013 \_\_\_\_\_
  - K. Agreement for Participation in the Internet Crimes against Children Program \_\_\_\_\_
  - L. Approve Consent Agreement for Sublease – Nextel/Sprint Monopole \_\_\_\_\_
  - M. Approve Lease Agreement between the City and Clear Wireless, LLC \_\_\_\_\_
  - N. Rescind 1986 JPA Agreement between ISD 199 and City \_\_\_\_\_
  - O. 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. 2009-09D, South Grove Street Reconstruction (Area 4) \_\_\_\_\_
- B. **CITY OF INVER GROVE HEIGHTS;** Public Improvement Hearing for City Project No. 2010-12, 59th Street Reconstruction \_\_\_\_\_
- C. **CITY OF INVER GROVE HEIGHTS;** Consider Application of of Aldi, Inc. dba Aldi Foods #78 for a 3.2 Off-Sale Liquor License for premises located at 1414 Mendota Rd. E. \_\_\_\_\_
- D. **CITY OF INVER GROVE HEIGHTS;** Consider Application of Morris-Walkers, Ltd. dba Khoury's Restaurant & Bakery for the transfer of an On-Sale/Sunday Intoxicating Liquor License for premises located at 5660 Bishop Ave. E. \_\_\_\_\_

**7. REGULAR AGENDA:**

**PARKS AND RECREATION:**

- A. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of Issues Related to the Rock Island Swing Bridge Project - City Project 2009-24:

- i) Award a Contract to Lametti & Sons in the amount of \$1,877,732 \_\_\_\_\_
- ii) Award a Contract to SEH Inc. in the amount of \$147,800 \_\_\_\_\_
- iii) Purchase Builders Risk Insurance from AGCS Marine Insurance Company in the amount of \$8,509 \_\_\_\_\_
- iv) Pay for MN DNR Endangered Species Mitigation in the amount of \$38,879 \_\_\_\_\_
- v) Purchase Material Testing Services from MN DOT in the estimated amount of \$10,000 \_\_\_\_\_
- vi) Approve a Joint Powers Agreement with Dakota County accepting a contribution towards the project in the amount of \$150,000 \_\_\_\_\_
- vii) Accept Federal Grant in the Amount of \$1,300,000 and a State Grant in the Amount of \$100,000 \_\_\_\_\_
- viii) Approve the Designated Funding Sources & Overall Project Budget Totaling \$2,207,367 \_\_\_\_\_

**COMMUNITY DEVELOPMENT:**

- B. **CITY OF INVER GROVE HEIGHTS;** Consider an Ordinance Amendment to the Zoning Ordinance relating to maximum allowed impervious surface coverage in the single family residential zoning districts including A, E-1, E-2, R-1A, R-1B and R-1C \_\_\_\_\_

**ADMINISTRATION:**

- C. **CITY OF INVER GROVE HEIGHTS;** Consider Change Order No. 6 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation \_\_\_\_\_

**D. CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amending Title 5, Chapter 4, of the City Code relating to Animal Control \_\_\_\_\_

**E. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving Purchase Agreement with David D. Lethert and Margaret P. Lethert for property located at 8485 Courthouse Boulevard \_\_\_\_\_

**PUBLIC WORKS:**

**F. CITY OF INVER GROVE HEIGHTS;** Consider 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 \_\_\_\_\_

**F. MAYOR AND COUNCIL COMMENTS**

**G. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, MARCH 8, 2010 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, March 8, 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 and Deputy Clerk Rheume.

**3. PRESENTATIONS:**

**A. Environmental Leadership Award**

Barry Underdahl, Street Maintenance Superintendent, explained staff attended the Freshwater Society Road Salt Symposium at which the City was recognized with an Environmental Leadership Award for outstanding efforts to reduce the environmental impacts on winter road maintenance. He stated equipment and product changes made to better control the volume and placement of salt were reasons why the City received the award. He noted the dedication of the crew was a major factor in the City's receipt of the award.

Councilmember Madden thanked staff for all of their work throughout the winter and commended their efforts.

**B. Seven Wonders of Engineering Merit Award**

Mr. Thureen explained the Minnesota Society of Professional Engineers recognized the City with a merit award for distinguished engineering achievement in the Seven Wonders of Engineering Awards Competition. He stated this was for the scope of work performed on the Northwest Area Trunk Utility Improvements Project.

**4. CONSENT AGENDA:**

Councilmember Grannis removed Item 4A, Minutes of February 22, 2010 Regular Council Meeting, from the Consent Agenda.

Councilmember Klein removed Item 4F, Approve Purchase of Tables for the VMCC, and Item 4G, Resolution Establishing School Zone Speed Limit, from the Consent Agenda.

Councilmember Piekarski Krech remove Item 4H, Approve Application for MN DNR Trail Grants, from the Consent Agenda.

- B. Resolution No. 10-25** 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 No. 10-26** 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
- I. Resolution No. 10-30** Approving Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing the 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

**Motion by Piekarski Krech, second by Klein, to approve the Consent Agenda**

**Ayes: 5**

**Nays: 0 Motion carried.**

**A. Minutes – February 22, 2010 Regular Council Meeting**

Councilmember Grannis asked that on page two, under 4N, more detail be added to reflect that Chief Thill also mentioned as reasons for purchase of a new vehicle that: there were additional safety devices on the newer vehicle, the suspension on the current vehicle was in need of repair and did not handle well on curbs, the current vehicle was less stable than newer models because it was a shorter, more narrow vehicle than the new models.

Councilmember Klein also mentioned that the new vehicle had side impact air bags.

**Motion by Klein, second by Madden, to approve the minutes of the February 22, 2010 Regular Council Meeting with the changes as noted.**

**Ayes: 5**

**Nays: 0 Motion carried.**

**F. Approve Purchase of Tables for the VMCC**

Councilmember Klein commented that he talked to the vendor and found that staff made a very good deal.

**Motion by Klein, second by Madden, to approve the Purchase of Tables for the VMCC**

**Ayes: 5**

**Nays: 0 Motion carried.**

**G. Resolution Establishing School Zone Speed Limit**

Councilmember Klein stated he wanted to recognize the importance of the speed zone being changed to 20 mph when children are present on 81<sup>st</sup> Street and on Cahill Avenue.

**Motion by Klein, second by Madden, to approve Resolution No. 10-27 Establishing School Zone Speed Limit**

**Ayes: 5**

**Nays: 0 Motion carried.**

**H. Approve Application for MN DNR Trail Grants**

Councilmember Piekarski Krech questioned where the matching funds would come from if the City was awarded grant money.

Mr. Carlson recommended that matching funds be taken from the Park Acquisition Fund.

**Motion by Klein, second by Madden, to approve Resolutions No. 10-28 & 10-29 approving an application for MN DNR Trail Grants**

**Ayes: 5**

**Nays: 0 Motion carried.**

**5. PUBLIC COMMENT:**

Allan Cederberg, 1162 E. 82<sup>nd</sup> Street, discussed the proposed format of the upcoming Town Hall meetings. He stated because it is an election year the format should be changed to have at least three Council members attend each meeting to field questions from residents.

Mayor Tourville responded the Town Hall Meetings are meant to provide pertinent City information to residents and would not be turned into a forum for election debates. He noted Council members may be in attendance as they will be noticed as public meetings.

Jim Douglas, 8657 Callahan Trail, questioned if Broderick Boulevard was scheduled to be resurfaced.

Mr. Thureen responded it is not on the schedule for 2010 because engineering staff does not feel that a mill and overlay would solve the problems that are occurring. He stated staff will do what they can to patch and fill certain areas.

Mr. Douglas asked what the completion date is for the new Public Safety building.

Mr. Lynch responded the new building is scheduled to be completed by mid July and renovation of City Hall would proceed after that for approximately 10-11 months.

## **6. PUBLIC HEARINGS:**

### **A. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay**

Mr. Kaldunski reviewed the project area and explained 1.03 miles of roads were milled and overlaid with two inches of new bituminous. He stated the total project cost was \$265,033.39. He explained 488 townhome/condo units, 1 single family home, 3 businesses and 4 City properties are proposed to be assessed a total of \$138,311.09. He stated the proposed City cost is \$126,722.30, funded via the Pavement Management Fund. He noted the assessments would be levied to benefiting properties over a 5 year term at a 5.8% interest rate. He reviewed the various adjustments that were made to the assessments. He stated an informational meeting was held for property owners in the project area on February 24, 2010. He stated assessments for property owners in the Fairway Hills Association were discussed and questions were raised regarding equal assessments throughout the association. He explained the typical assessment for a single family parcel would be \$4,100, a range from \$142 to \$366 for multi-family parcels, and a range of \$6,300 to \$11,000 for commercial properties. He stated the recommended cap, based on a market analysis, is \$2,000 for single-family parcels, \$400 for multi-family, and less than \$1 per square foot for commercial parcels. He explained if the assessments for the Fairway Hills association were calculated based on front footage, property owners in area 11 would be assessed \$154.20 per unit and \$301.55 per unit for property owners in area 12. He stated the Council could also opt to have property owners in the association pay an equal amount that would result in every property owner paying \$248.93 per unit. He stated staff recommended the equal assessment option based on feedback from members of the Fairway Hills association board. He noted the assessment roll was created using the front footage methodology for the Fairway Hills areas and the Council would have to continue the hearing to April 12<sup>th</sup> and send out revised assessments to property owners in areas 11 and 12 if they chose to go with the equal assessment option.

Mr. Kuntz explained if the equal assessment option was pursued the Council would recess or adjourn the hearing to a specific meeting date in April, and staff would publish a notice for the continuation of the public hearing with the revised assessment roll. He noted the property owners for which the proposed assessments changed would receive a mailed notice with the revised dollar amount.

Mr. Kaldunski reviewed the assessment deferment policy and noted deferments are not allowed if the assessment is less than \$300.

Mr. Thureen added that there has been a precedent set in previous projects for spreading assessments equally throughout associations.

Dave Zimmerman, 8315 Cahill Avenue, stated the start of the project was 50 feet from his driveway. He explained the initial assessment was based on 348 feet of property and then was reduced. He stated he would like consideration given for the front footage that is unbuildable. He added he does not see how the project increases the value of his property by \$2,000.

Mr. Kaldunski explained the proposed assessment for this property was reduced to \$2,000 because of the recommended cap based on the market analysis. He stated if the front footage was reduced by the suggested 50 feet, the capped amount would still be lower because it equates to a credit of approximately 169 feet.

Mayor Tourville asked staff to continue to work with Mr. Zimmerman.

Jim Douglas, 8657 Callahan Trail, questioned why it appears as though only private streets are being assessed. He questioned why parcels 13, 14, and 15 were not being assessed when they border Cahill Avenue.

Mr. Thureen stated the three referenced instances dealt with single-family homes on public streets. He explained the City looks at the street on which the driveway accesses to determine inclusion in a project. He added that private streets are considered to be private driveways.

Bill Tronsen, 8850 Branson Drive, stated he lives on a street not a driveway. He commented that residents on private streets have to pay for maintenance on those streets and he does not understand why they also have to pay to maintain public streets for which they already pay taxes. He stated he does not have to use Brooks Boulevard or Cahill Avenue to access his property.

Jim Douglas stated the City will probably have to do another mill and overlay in a few years and requested that consideration be given to how the assessments are calculated for areas in which there are private associations that outlet onto public streets.

Kathy Fischer, 3513 67<sup>th</sup> Street E., stated she is part of the Lakebridge Townhome Association and was asked to attend the meeting by the board to represent the association. She explained they also live on private streets and pay to maintain their private streets. She stated they paid the assessment for the work that was done on 67<sup>th</sup> Street and that they understood City policy and accepted the fact that they would have to pay for work done on a public street.

**Motion by Madden, second by Klein, to continue the public hearing to April 12, 2010 at 7:30 p.m.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Imposing Sanctions upon Off-Sale Intoxicating Liquor License Holder Starz Group Liquor, Inc. dba Starz Liquor

Mr. Kuntz explained the purpose of the hearing was to consider whether or not sanctions should be imposed by the Council upon liquor license holder: Starz Group Liquor, Inc with respect to a matter that occurred on October 17, 2009. He stated the liquor license holder was given notice of the hearing and the opportunity to be present at the hearing and provide evidence to the Council. He explained a resolution was prepared with findings and conclusions for consideration by the Council. He noted the resolution did not include a recommended form of sanction as the Council would determine the parameters of any sanction imposed upon the license holder.

Mayor Tourville opened the hearing.

Attorney Bridget McCauley-Nason provided an overview of the alleged liquor license violation. She stated the alleged violation occurred on October 17, 2009 at the Starz Liquor store located at 5300 South Robert Trail, Suite 600. She explained on October 17, 2009 Inver Grove Heights police officers conducted a compliance check with an underage buyer. She further explained that the underage buyer entered Starz Liquor around 8:00 p.m., selected a 12 pack of Miller Lite beer, and proceeded to purchase the beer from Paul Vue who was working at the store at that time. She stated after the underage buyer left the store with the beer Officer Daniels entered the store and spoke with Mr. Vue who admitted he had sold the beer to the underage buyer and that he had not asked the underage buyer for identification prior to selling him the beer. She explained Paul Vue, the individual who sold the alcohol, was subsequently charged with selling alcohol to an underage minor as a gross misdemeanor offense. She stated on January 25, 2010 Mr. Vue pled guilty to the offense in Dakota County District Court and was sentenced to two years probation to the court, sentenced under a stay of imposition of sentence, and was required to pay a fine, a surcharge and have no same or similar violations. She reviewed the six exhibits prepared for evidentiary purposes and asked the Council to accept Exhibits 1-6 into the record.

**Motion by Madden, second by Klein, to receive Exhibits 1-6**

**Ayes: 5**

**Nays: 0      Motion carried.**

Ms. McCauley-Nason stated this is the second violation of Starz Liquor in the past three years and outlined the minimum penalties that must be imposed as per City Code.

Councilmember Klein asked if it was the same employee who was involved in the first violation.

Ms. McCauley-Nason responded in the negative.

Eh Alex Vue, Starz Liquor, stated what his brother did was wrong and there is no excuse for his actions. He explained he has taken the necessary actions to protect his business going forward.

Councilmember Madden asked if Paul Vue was still employed by Starz Liquor.

Mr. Vue responded in the negative.

Councilmember Madden asked what has been done to avoid another violation.

Mr. Vue responded that his staff is carding every customer that appears to be under the age 40, a technique that was recommended in the Alcohol Server Training course that was required to be completed by every employee as part of the sanctions imposed for the previous violation.

Councilmember Klein asked when Mr. Vue is at the liquor store.

Mr. Vue responded he is generally at the store in the morning and in the evening.

Councilmember Klein commented that Mr. Vue may have to be at the store all of the time to have better control and supervision over his employees and business operations.

Councilmember Grannis asked Mr. Vue what he thought the appropriate sanction would be for the violation.

Mr. Vue responded a penalty is warranted and only asked that the Council not revoke his license.

Councilmember Grannis asked if Mr. Vue felt that his brother was a representative of his business and if his actions were a reflection of the business.

Mr. Vue responded that his brother's actions were not representative of the business because he received the same training as every other employee and chose not to follow the procedure on which he was trained.

Mayor Tourville asked if the business had complied with the new alcohol server training requirements.

Ms. Rheame responded that all employees have until July 1, 2010 to comply with the new regulations.

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

**Ayes: 5**

**Nays: 0      Motion carried.**

Councilmember Piekarski Krech suggested imposing a sanction of a \$2,000 fine and a 1-day license suspension.

Councilmember Grannis agreed with the \$2,000 fine and opined that the license suspension should be for a longer period.

Councilmember Madden stated he would support a 3-day suspension in addition to the monetary penalty.

Councilmember Grannis questioned who would decide which days the license suspension applied to.

Mr. Kuntz responded the dates for any imposed license suspension would be at the discretion of the Council.

Mayor Tourville agreed with the \$2,000 fine and stated that the Council needed to remain fair and not become arbitrary with respect to the length of the license suspension. He opined that the Council should require that employees complete another Alcohol Server Training course.

Councilmember Klein suggested a six day suspension during which employees could complete the

training course.

Councilmember Piekarski Krech suggested a 6-day suspension with 3 days stayed if they pay the fine, complete the Alcohol Server Training course and there are no additional violations within one year.

**Motion by Grannis, to impose a \$2,000 fine and a 6-day license suspension.**

Councilmember Madden noted he thinks it is a serious violation but would not support that period for suspension.

**Motion failed due to lack of a second.**

Mayor Tourville supported the 6-day suspension with 3 days stayed if there were no more violations for one year. He suggested that the days of suspension be consecutive and that the Alcohol Server Training program be completed within the next 60 days.

Councilmember Piekarski Krech suggested suspending the license on April 8, 9 and 10<sup>th</sup>.

**Motion by Piekarski Krech, second by Klein, to impose a \$2,000 civil penalty to be paid on or before March 31, 2010 and a six (6) day suspension of Starz Group Liquor Inc. dba Starz Liquor's Off-Sale Liquor License with a three (3) day suspension on April 8, 9, 10, 2010 and the remaining three (3) day suspension stayed for a period of one (1) year provided that: the entire monetary civil penalty is paid in entirety on or before March 31, 2010; all individuals working at Starz Group Liquor, Inc., dba Starz Liquor who are engaged in the sale of alcohol must complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc. dba Starz Liquor by May 7, 2010, and proof of completion of the training by all employees must provided to the City Clerk by May 14, 2010; and that there are no additional liquor license violations within the next one (1) year from the date of the hearing.**

**Ayes: 5**

**Nays: 0      Motion carried.**

## **7. REGULAR AGENDA:**

### **PARKS AND RECREATION:**

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

Mr. Lynch noted that a letter was submitted for the Council from River Heights Marina.

Mr. Carlson reviewed the City's plans to transform the Rock Island Swing Bridge into a recreational pier and the acquisition of 21.53 acres of property associated with that site. He explained SEH, Inc. helped develop a master plan for the property that would allow for a public park use. He explained that a Phase I Environmental analysis was completed on the property and no recognized environmental conditions were discovered with the exception of evidence of a couple potential issues that require further investigation. He stated the City is seeking quotes for a Phase II Environmental analysis.

Mr. Carlson explained the Parks and Recreation Advisory Commission appointed a subcommittee of itself to develop the master plan. He stated the master plan includes some off street parking, a public building with restrooms, a picnic shelter, trails connecting the Rock Island Swing Bridge with the Mississippi River Regional Trail, lighting, a public boat launch on the river and historical interpretation opportunities on the site. He noted the Parks and Recreation Advisory Commission recommended adoption of the master plan with the removal of the public boat launch along with the associated parking. He stated the engineer's estimated total cost for the project as proposed is \$3.6 million dollars, and the City's estimated portion would be approximately \$1.9 million dollars. He noted the removal of the public boat launch and associated parking would result in a reduction of approximately one million dollars.

Councilmember Grannis asked what Mr. Carlson's opinion was on the public boat launch and stated he thought one of the original selling points of the site was the potential for public boat launch.

Mr. Carlson concurred with the Parks and Recreation Advisory Commission's recommendation because the area is very shallow and would take a lot of work at a significant cost to establish and maintain a boat launch. He added that there are also a number of other private boat launches nearby.

Councilmember Klein clarified there is an existing public boat launch located in close proximity to the site.

Councilmember Grannis asked if the boat launch was taken out if it could be put back in at a later date.

Mr. Carlson stated it could be put back in provided that space is not taken up.

Councilmember Madden clarified that more parking could be added.

Joe Harms, River Heights Marina, stated his thoughts and views were outlined in his letter to the Council. He commented on the safety issues associated with a public boat launch given the close proximity to the marina.

**Motion by Madden, second by Piekarski Krech, to receive the letter dated March 5, 2010 from Paul and Joe Harms**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Madden, second by Piekarski Krech, to approve the Rock Island Swing Bridge Master Plan**

**Ayes: 5**

**Nays: 0      Motion carried.**

#### **COMMUNITY DEVELOPMENT:**

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

Mr. Link stated the property is currently owned by Mn/DOT and the City expressed interest in acquiring it. He explained an appraisal was done and a value of \$337,000 was placed on the property. He stated an offer was made to the State to acquire the property for the appraised value and the offer was subsequently accepted. He explained the City has not yet identified a specific use of the property, but has considered the possibility of additional parking for incorporation into the City's campus. He stated the deed would have a condition that the property would have to be used for a public purpose, and noted the property is currently zoned Public-Institutional.

Mr. Kuntz explained under statute the State has no choice but to place the public use restriction on the deed in order to convey it to the City. He noted that neither the statute nor the deed contains a reversionary clause. He stated the title company the City is using has agreed that, if the City passed a resolution at a later date declaring that the property (or a portion thereof) was no longer needed for a public purpose they would insure over that condition and pass a clear title on to the buyer.

Councilmember Grannis asked if the appraiser was aware of the use restriction on the property.

Mr. Link responded in the negative.

Councilmember Grannis asked if that would affect the appraised value.

Mr. Link stated he did not think it would have an impact as it does not limit the City's use of the property.

Mr. Lynch noted that the State's appraised value of the property was \$440,000 and they were aware of the restriction.

**Motion by Madden, second by Klein, to adopt Resolution No. 10-32 Authorizing Staff to Acquire Property Located at the Southeast Corner of 80<sup>th</sup> Street and Barbara Avenue from the Minnesota Department of Transportation**

Councilmember Piekarski Krech stated it is too much money for a parking lot.

**Ayes: 4**

**Nays: 1 (Piekarski Krech) Motion carried.**

**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**

Mr. Lynch stated the item was also discussed at a previous Council work session. He explained it has been ten or more years since changes were made to the City's technology system. He stated that staff worked with a consultant, CVT, to inventory the City's current hardware and software and perform a comparative analysis. He stated a plan was developed to update the current system by the time staff returns to the remodeled City Hall. He noted the hardware and software recommended by CVT are part of the state bid so the price is not dependent upon the consultant the City works with. He stated staff recommended proceeding and entering into a professional services agreement with CVT.

Councilmember Piekarski Krech confirmed the plan was developed to be compatible in the new buildings.

Mayor Tourville stated he would like to see guidelines and specifications put in place so it is clear what the City will be receiving on the state contract.

**Motion by Klein, second by Piekarski Krech, to Approve Purchase of Software, Hardware and Consulting Services for a Data Center Consolidation for the City's Desktop and Server Infrastructure**

**Ayes: 5**

**Nays: 0 Motion carried.**

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

Mr. Kuntz stated this is the third and final reading for the restatement of the City's charitable gambling requirements. He explained the updated ordinance includes a change in policy to require that 60% of an organization's lawful purpose expenditures be made within the City's defined trade area, whereas the previous requirement was 20%. He noted no changes have been made to the ordinance since the second reading.

**Motion by Madden second by Grannis, to approve Ordinance No. 1206 Amending Title 4, Chapter 7 of the City Code relating to Charitable Gambling Requirements**

**Ayes: 5**

**Nays: 0 Motion carried.**

**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**

Ms. Teppen explained the revisions are due to the desire to make some changes to the City's current animal licensing guidelines. She noted the proposed amendment was posted on the City's website, outlined in the Insights newsletter and a press release was prepared. She stated no comments had been received to date.

Councilmember Piekarski Krech stated she would like clarifications regarding the state statute definition of a potentially dangerous dog, veterinarian recommendations on the proposed rabies vaccination schedule, and what it means for a dog to be under restraint. She stated that citizens need to know what the regulations are and what the regulations mean. She asked if that information could be put together and brought back at another meeting.

Mayor Tourville suggested asking local veterinarians for input on vaccinations.

**No Action was Taken on this Item.**

**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)

Mr. Kuntz explained that for the first case the proposed settlement would result in an 8% reduction of the original assessment. He stated the recommendation is to approve the settlement.

Mr. Kuntz explained the second case deals with a parcel that is 62% undevelopable because it contains a wetland. He stated they are recommending approval of the settlement presented.

**Motion by Piekarski Krech, second by Klein, to adopt Resolution No. 10-33 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) & 10-34 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)**

**Ayes: 5**

**Nays: 0      Motion carried.**

**8. MAYOR & COUNCIL COMMENTS:**

Mr. Lynch announced a Town Hall meeting was scheduled for March 15<sup>th</sup> from 6-7:30 p.m.

Councilmember Grannis reminded citizens that commission applications are available on the website.

Mayor Tourville stated the Council will be meeting in executive session to discuss Doffing Avenue property acquisitions and will only be adjourning when they come back.

**9. EXECUTIVE SESSION:**

**A.** Doffing Avenue Property Acquisitions

**10. ADJOURN:** Motion by Klein, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 10: 15 p.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: March 22, 2010  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of March 4, 2010 to March 17, 2010.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending March 17, 2010. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$228,571.16
Debt Service & Capital Projects	443,870.77
Enterprise & Internal Service	231,404.53
Escrows	15,551.85
	<hr/>
Grand Total for All Funds	<u><u>\$919,398.31</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 March 4, 2010 to March 17, 2010 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING MARCH 17, 2010**

**WHEREAS**, a list of disbursements for the period ending March 17, 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	\$ 228,571.16
Debt Service & Capital Projects	443,870.77
Enterprise & Internal Service	231,404.53
Escrow	<u>15,551.85</u>
 Grand Total for All Funds	 <u>\$ 919,398.31</u>

Adopted by the City Council of Inver Grove Heights this 22nd day of March, 2010.

Ayes:

Nays:

\_\_\_\_\_  
Dennis Madden, Acting Mayor

ATTEST:

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

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/08/2010	99141	POTBELLY SANDWICH WORKS	Council Sandwiches	101-1000-413.50-75		3/2010	139.05
						* Total	139.05
03/12/2010	99144	DAKOTA ELECTRIC ASSN	CONCESSIONS	101-6000-451.40-20		3/2010	364.23
			PARKS	101-6000-451.40-20		3/2010	11.78
			PARKS-RV	101-6000-451.40-20		3/2010	138.01
			PICNIC SHELTER	101-6000-451.40-20		3/2010	54.46
						* Total	568.48
03/17/2010	99146	ACE PAINT & HARDWARE	501693	101-5200-443.40-47		3/2010	32.11
						* Total	32.11
03/17/2010	99149	AFSCME COUNCIL 5	2/20 - 3/5	101-0000-203.10-00		3/2010	872.90
						* Total	872.90
03/17/2010	99153	BELLEISLE, MONICA	stamps	101-4200-423.50-35		3/2010	44.00
						* Total	44.00
03/17/2010	99154	BEST WESTERN	joe merchak 5/4-5/7/10	101-3300-419.50-75		3/2010	231.80
						* Total	231.80
03/17/2010	99155	BEST WESTERN KELLY INN	sean folmar 5/10-5/14	101-4000-421.50-75		3/2010	314.66
						* Total	314.66
03/17/2010	99158	BRIGUET, RICHARD	hotel/food	101-4200-423.50-75		3/2010	352.52
						* Total	352.52
03/17/2010	99161	CARQUEST OF ROSEMOUNT	1596121332	101-5200-443.40-47		3/2010	11.92
						* Total	11.92
03/17/2010	99162	CEAM C/O LEAGUE OF MN C	member; scott thureen	101-5000-441.50-70		3/2010	60.00
						* Total	60.00
03/17/2010	99164	CITY OF ROSEMOUNT - MAA	2010 contribution lodging	101-4000-421.50-70		3/2010	3,200.00
				101-4000-421.50-80		3/2010	250.00
						* Total	3,450.00
03/17/2010	99167	DAKOTA CTY PROPERTY REC	02022010	101-1100-413.50-25		3/2010	414.00
						* Total	414.00
03/17/2010	99174	EMMONS & OLIVIER RESOUR	95001330	101-5100-442.30-30		3/2010	116.25
						* Total	116.25
03/17/2010	99175	ESS BROTHERS & SONS INC	MM6061	101-5200-443.40-47		3/2010	3,993.92
						* Total	3,993.92
03/17/2010	99180	G & K SERVICES	acct 7494701	101-5200-443.60-45		3/2010	20.73
			acct 7494701	101-6000-451.60-45		3/2010	24.83
			1182284544	101-5200-443.60-45		3/2010	17.79
			1182284544	101-6000-451.60-45		3/2010	35.69
						* Total	99.04
03/17/2010	99181	GELHAYE, JOE	gas	101-4000-421.50-65		3/2010	30.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/17/2010	99181	GELHAYE, JOE	dinner- training	101-4000-421.50-75		3/2010	8.48
						* Total	38.48
03/17/2010	99182	GOOGLE, INC	id 77-0493581	101-4000-421.30-70		3/2010	25.00
						* Total	25.00
03/17/2010	99184	HAHN, NICHOLAS	boots	101-5100-442.60-45		3/2010	132.00
						* Total	132.00
03/17/2010	99186	HEALTH PARTNERS	APRIL 2010	101-0000-203.07-00		3/2010	87,900.00
			APRIL 2010	101-0000-203.08-00		3/2010	6,504.58
						* Total	94,404.58
03/17/2010	99187	HEALTH PARTNERS	cobra	101-0000-203.07-00		3/2010	1,647.14
			cobra	101-0000-203.08-00		3/2010	274.03
						* Total	1,921.17
03/17/2010	99188	HIDEAWAY SHOOTING RANGE	FEBRUARY	101-4000-421.50-80		3/2010	356.10
						* Total	356.10
03/17/2010	99189	IGH FIRE RELIEF ASSN	fire relief	101-0000-330.36-00		3/2010	7,000.00
						* Total	7,000.00
03/17/2010	99191	INFINITY WIRELESS	27238	101-4200-423.60-40		3/2010	225.51
						* Total	225.51
03/17/2010	99194	IUOE	2/20 - 3/05	101-0000-203.10-00		3/2010	1,433.31
						* Total	1,433.31
03/17/2010	99196	KALDUNSKI, TOM	ceam membership	101-5100-442.50-70		3/2010	60.00
						* Total	60.00
03/17/2010	99200	LANGUAGE LINE SERVICES	2406848	101-4000-421.50-20		3/2010	7.28
						* Total	7.28
03/17/2010	99201	LEAGUE OF MN CITIES	137998	101-1100-413.50-80		3/2010	30.00
						* Total	30.00
03/17/2010	99202	LELS	02/20 - 3/5	101-0000-203.10-00		3/2010	1,170.00
						* Total	1,170.00
03/17/2010	99203	LELS SERGEANTS	02/20 - 3/5	101-0000-203.10-00		3/2010	210.00
						* Total	210.00
03/17/2010	99206	LEVANDER, GILLEN & MILL	Client 81000E	101-1000-413.30-40		3/2010	240.00
			Client 81000E	101-1000-413.30-42		3/2010	10,025.18
			Client 81000E	101-3200-419.30-42		3/2010	765.94
			Client 81000E	101-3300-419.30-42		3/2010	253.23
			Client 81000E	101-4000-421.30-42		3/2010	48.00
			Client 81000E	101-4200-423.30-42		3/2010	699.40
			Client 81000E	101-5000-441.30-42		3/2010	2,760.00
			Client 81000E	101-6000-451.30-42		3/2010	300.00
						* Total	15,091.75

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/17/2010	99207	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		3/2010	18,104.70
						* Total	18,104.70
03/17/2010	99208	LEXISNEXIS	act 1369635	101-4000-421.50-20		3/2010	53.30
						* Total	53.30
03/17/2010	99210	LILLIE SUBURBAN NEWSPAP	NOTICE-BROWN	101-3200-419.50-25		3/2010	21.00
			NOTICE-J & J	101-1100-413.50-25		3/2010	10.50
			NOTICE-OASIS	101-1100-413.50-25		3/2010	10.50
			NOTICE-09-44Z	101-3200-419.50-25		3/2010	15.75
						* Total	57.75
03/17/2010	99213	MENARDS - WEST ST. PAUL	20361	101-5200-443.40-47		3/2010	30.75
			22500	101-5200-443.60-16		3/2010	22.22
						* Total	52.97
03/17/2010	99217	MIKE'S SHOE REPAIR, INC	322010	101-4200-423.30-70		3/2010	42.95
						* Total	42.95
03/17/2010	99218	MLEEA	REGISTRATION	101-4000-421.70-60		3/2010	520.00
						* Total	520.00
03/17/2010	99219	MN BOARD OF PEACE OFFIC	RENEWAL 2010	101-4000-421.50-70		3/2010	1,080.00
						* Total	1,080.00
03/17/2010	99223	MN GLOVE & SAFETY, INC.	238881	101-5200-443.60-16		3/2010	33.99
						* Total	33.99
03/17/2010	99224	MORTON SALT	338343	101-5200-443.60-16		3/2010	30,961.80
						* Total	30,961.80
03/17/2010	99231	NIGHTENGALE, KATIE	hotel/food	101-4200-423.50-75		3/2010	182.58
						* Total	182.58
03/17/2010	99233	NORTH AMERICAN SALT	70488910	101-5200-443.60-16		3/2010	20,946.61
						* Total	20,946.61
03/17/2010	99238	PEDERSEN, RYAN	lunch	101-4200-423.50-75		3/2010	7.47
						* Total	7.47
03/17/2010	99244	RHEAUME, MELISSA	refreshments	101-1000-413.50-75		3/2010	48.52
						* Total	48.52
03/17/2010	99251	SAM'S CLUB	acct 771509061845624	101-5200-443.60-16		3/2010	35.00
						* Total	35.00
03/17/2010	99254	SMITH-THILL, JUDY	lunch - training	101-4200-423.50-75		3/2010	164.38
						* Total	164.38
03/17/2010	99257	SOUTH ST PAUL STEEL SUP	01109887	101-5200-443.40-47		3/2010	514.39
			01109993	101-5200-443.40-47		3/2010	232.30
			01110014	101-5200-443.40-47		3/2010	47.88
			01110167	101-5200-443.60-16		3/2010	91.38

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/17/2010	99257	SOUTH ST PAUL STEEL SUP	011110119	101-5200-443.40-47		3/2010	39.66
						* Total	925.61
03/17/2010	99259	SRF CONSULTING GROUP, I	69544	101-5200-443.30-30		3/2010	949.27
						* Total	949.27
03/17/2010	99260	STANGER, LARRY	meals training	101-4000-421.50-75		3/2010	18.24
						* Total	18.24
03/17/2010	99261	T MOBILE	acct 494910368	101-5100-442.50-20		3/2010	99.98
						* Total	99.98
03/17/2010	99265	TRANS UNION LLC	acct 0924v0008542	101-1100-413.30-70		3/2010	74.40
						* Total	74.40
03/17/2010	99267	UNIFORMS UNLIMITED	236253	101-4000-421.60-45		3/2010	28.36
			24822	101-4000-421.60-45		3/2010	150.00
						* Total	178.36
03/17/2010	99268	UNITED WAY	2/20 - 3/5	101-0000-203.13-00		3/2010	178.00
						* Total	178.00
03/17/2010	99269	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		3/2010	26.60
						* Total	26.60
03/17/2010	99273	VERIZON WIRELESS	acct 580565481	101-5100-442.50-20		3/2010	258.28
						* Total	258.28
03/17/2010	99276	WHAT WORKS INC	IGH10-02	101-6000-451.30-70		3/2010	1,950.00
						* Total	1,950.00
03/17/2010	99279	WSB & ASSOCIATES, INC.	18	101-5100-442.30-30		3/2010	1,072.00
						* Total	1,072.00
03/17/2010	99282	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		3/2010	82.91
						* Total	82.91
03/17/2010	99283	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		3/2010	111.85
						* Total	111.85
03/17/2010	99284	XCEL ENERGY	acct 5152791130	101-5200-443.40-20		3/2010	159.16
			acct 5152791130	101-5400-445.40-20		3/2010	8,899.48
						* Total	9,058.64
03/17/2010	99289	ZOYA, KENT	emt recertification fee	101-4200-423.30-70		3/2010	15.00
						* Total	15.00
				60 Checks	** Fund Total		220,096.99
03/17/2010	99245	RIVER HEIGHTS CHAMBER O	28030	201-1600-465.30-70		3/2010	1,592.50
			28030	201-1600-465.40-65		3/2010	200.00
						* Total	1,792.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
1 Checks    ** Fund Total							1,792.50
03/17/2010	99172	EHLERS AND ASSOCIATES,	341125	408-5900-708.30-15		3/2010	1,045.00
* Total							1,045.00
1 Checks    ** Fund Total							1,045.00
03/17/2010	99206	LEVANDER, GILLEN & MILL	Client 81000E	423-5903-723.30-42	0303	3/2010	2,685.01
* Total							2,685.01
1 Checks    ** Fund Total							2,685.01
03/17/2010	99206	LEVANDER, GILLEN & MILL	Client 81000E	425-5922-725.30-42	0522	3/2010	54.00
* Total							54.00
1 Checks    ** Fund Total							54.00
03/17/2010	99156	BKV GROUP, INC.	26975	428-5918-728.30-20	0818	3/2010	18,639.84
			26976	428-5918-728.30-20	0818	3/2010	980.00
			26977	428-5918-728.30-20	0818	3/2010	1,960.00
* Total							21,579.84
1 Checks    ** Fund Total							21,579.84
03/17/2010	99157	BONESTROO, ROSENE, ANDE	176573	429-5929-729.30-30	0929	3/2010	4,568.42
* Total							4,568.42
03/17/2010	99159	CARLSON, ERIC	parking	429-5924-729.50-65	0924	3/2010	18.25
* Total							18.25
03/17/2010	99195	JUST RITE CONST INC	484798	429-5930-729.80-30	0930	3/2010	11,932.00
* Total							11,932.00
03/17/2010	99206	LEVANDER, GILLEN & MILL	Client 81000E	429-5929-729.30-42	0929	3/2010	93.50
* Total							93.50
03/17/2010	99210	LILLIE SUBURBAN NEWSPAP	BIDS ROCK ISLAN	429-5924-729.50-25	0924	3/2010	388.88
* Total							388.88
03/17/2010	99247	SAFE-IR INC	20100208001	429-5927-729.30-70	0927	3/2010	9,600.00
* Total							9,600.00
03/17/2010	99279	WSB & ASSOCIATES, INC.	5	429-5901-729.30-30	0901	3/2010	225.50
* Total							225.50
7 Checks    ** Fund Total							26,826.55
03/17/2010	99216	METZEN APPRAISALS	02222010	430-5912-730.30-70	1012	3/2010	6,000.00
* Total							6,000.00
1 Checks    ** Fund Total							6,000.00
03/17/2010	99169	DANNER INC	salem hills	440-5900-740.80-30	0809F	3/2010	29,500.12

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	29,500.12
03/17/2010	99197	KIMLEY-HORN & ASSOCIATE	4087990	440-5900-740.30-30	0909D	3/2010	11,463.90
			4087991	440-5900-740.30-30	0809F	3/2010	2,236.60
						* Total	13,700.50
03/17/2010	99206	LEVANDER, GILLEN & MILL	Client 81000E	440-5900-740.30-42	1009D	3/2010	1,824.41
						* Total	1,824.41
03/17/2010	99210	LILLIE SUBURBAN NEWSPAP	NOTICE-PAVEMENT	440-5900-740.50-25	1009D	3/2010	322.88
			NOTICE-2008-09G	440-5900-740.50-25	0809G	3/2010	422.63
						* Total	745.51
03/17/2010	99216	METZEN APPRAISALS	922719	440-5900-740.30-70	0909D	3/2010	500.00
						* Total	500.00
				5 Checks	** Fund Total		46,270.54
03/17/2010	99279	WSB & ASSOCIATES, INC.	29	441-5900-741.30-30		3/2010	263.00
						* Total	263.00
				1 Checks	** Fund Total		263.00
03/17/2010	99206	LEVANDER, GILLEN & MILL	Client 81000E	446-5915-746.30-42	0315	3/2010	540.00
						* Total	540.00
				1 Checks	** Fund Total		540.00
03/11/2010	99142	COMMISSIONER OF TRANSP	80th & Barbara	451-5900-751.80-10		3/2010	335,887.90
						* Total	335,887.90
03/11/2010	99143	DCA TITLE	80th & Barbara	451-5900-751.80-10		3/2010	2,718.93
						* Total	2,718.93
				2 Checks	** Fund Total		338,606.83
03/17/2010	99180	G & K SERVICES	acct 7494701	501-7100-512.60-45		3/2010	29.91
			1182284544	501-7100-512.60-45		3/2010	4.93
						* Total	34.84
03/17/2010	99221	MN DEPT OF HEALTH	sweeney, jim	501-7100-512.50-80		3/2010	700.00
						* Total	700.00
03/17/2010	99285	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		3/2010	2,922.54
			acct 5160987097	501-7100-512.40-20		3/2010	7,791.19
						* Total	10,713.73
				3 Checks	** Fund Total		11,448.57
03/17/2010	99168	DAKOTA CTY TREASURER	FEB 2010	502-0000-207.01-00		3/2010	40.00
						* Total	40.00
03/17/2010	99180	G & K SERVICES	acct 7494701	502-7200-514.60-45		3/2010	12.83

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/17/2010	99180	G & K SERVICES	1182284544	502-7200-514.60-45		3/2010	2.12
						* Total	14.95
03/17/2010	99214	METRO WEST TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		3/2010	411.31
						* Total	411.31
03/17/2010	99215	METROPOLITAN COUNCIL	922719	502-7200-514.40-15		3/2010	117,639.26
						* Total	117,639.26
03/17/2010	99242	PROGRESSIVE LAND TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		3/2010	138.73
						* Total	138.73
03/17/2010	99274	WEST TITLE LLC	REQUESTED CREDIT REFUND	502-0000-116.00-00		3/2010	70.62
						* Total	70.62
03/17/2010	99285	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		3/2010	392.01
						* Total	392.01
				7 Checks	** Fund Total		118,706.88
03/16/2010	99145	PETTY CASH - AL MCMURCH	F&B COMFORT STATION	503-0000-101.04-00		3/2010	150.00
			PRACTICE CENTER	503-0000-101.06-00		3/2010	100.00
			SAFE-RESERVE CHANGE BANK	503-0000-101.07-00		3/2010	1,500.00
			F&B BEVERAGE CAR	503-0000-101.08-00		3/2010	200.00
						* Total	1,950.00
03/17/2010	99146	ACE PAINT & HARDWARE	501664	503-8600-527.60-20		3/2010	26.99
						* Total	26.99
03/17/2010	99150	ALL STAR PRO GOLF, INC.	213920	503-8200-523.76-40		3/2010	503.45
						* Total	503.45
03/17/2010	99165	CLEVELAND GOLF	parking	503-8200-523.76-35		3/2010	73.00
			3140072	503-8200-523.76-20		3/2010	282.00
			3140072	503-8200-523.76-25		3/2010	510.08
						* Total	865.08
03/17/2010	99180	G & K SERVICES	acct 0157401	503-8600-527.60-45		3/2010	77.40
						* Total	77.40
03/17/2010	99198	KREMER SERVICES LLC	1614	503-8600-527.40-42		3/2010	330.30
						* Total	330.30
03/17/2010	99204	LENTNER, GLEN	turf seminar	503-8600-527.50-80		3/2010	20.00
						* Total	20.00
03/17/2010	99212	MCMURCHIE, AL	social media seminar	503-8500-526.50-80		3/2010	50.00
						* Total	50.00
03/17/2010	99213	MENARDS - WEST ST. PAUL	13063	503-8600-527.60-50		3/2010	136.77
			19198	503-8600-527.60-20		3/2010	90.12
			20004	503-8600-527.60-40		3/2010	127.18
			20418	503-8600-527.60-20		3/2010	45.95

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/17/2010	99213	MENARDS - WEST ST. PAUL	21129	503-8600-527.60-20		3/2010	24.54
						* Total	424.56
03/17/2010	99222	MN DEPT OF LABOR & INDU	B42351R1789211	503-8600-527.50-70		3/2010	20.00
						* Total	20.00
03/17/2010	99226	MTI DISTRIBUTING CO	711514	503-8600-527.40-42		3/2010	8.39
			712265	503-8600-527.40-42		3/2010	464.85
			712266	503-8600-527.40-42		3/2010	1,145.29
			71226601	503-8600-527.40-42		3/2010	2.70
			712276	503-8600-527.40-42		3/2010	370.86
			712295	503-8600-527.40-42		3/2010	927.01
			712373	503-8600-527.40-42		3/2010	311.61
			712932	503-8600-527.40-42		3/2010	202.29
			712985	503-8600-527.40-42		3/2010	34.59
			713717	503-8600-527.40-42		3/2010	198.88
			713834	503-8600-527.40-42		3/2010	115.32
			713990	503-8600-527.40-42		3/2010	343.50
			714145	503-8600-527.40-42		3/2010	411.92
						* Total	4,537.21
03/17/2010	99229	NAPA OF INVER GROVE HEI	188784	503-8600-527.60-40		3/2010	11.09
			189790	503-8600-527.40-42		3/2010	138.91
			190880	503-8600-527.40-42		3/2010	136.39
			191050	503-8600-527.60-40		3/2010	17.74
						* Total	304.13
03/17/2010	99230	NARDINI FIRE EQUIPMENT	362525	503-8600-527.40-42		3/2010	608.13
						* Total	608.13
03/17/2010	99232	NIKE USA, INC.	925376198	503-8200-523.76-25		3/2010	271.14
			925386589	503-8200-523.76-20		3/2010	4,461.27
			925407215	503-8200-523.76-35		3/2010	562.00
			925407216	503-8200-523.76-35		3/2010	143.00
						* Total	5,437.41
03/17/2010	99239	PING	10096761	503-8200-523.76-25		3/2010	125.35
			10101103	503-8200-523.76-25		3/2010	618.59
			10101104	503-8200-523.76-20		3/2010	641.04
			10101104	503-8200-523.76-25		3/2010	474.00
			10101104	503-8200-523.76-35		3/2010	198.00
			10103704	503-8200-523.76-25		3/2010	89.80
						* Total	2,146.78
03/17/2010	99241	PRECISION TURF & CHEMIC	34149	503-8600-527.60-30		3/2010	6,513.82
						* Total	6,513.82
03/17/2010	99255	SOUTH BAY DESIGN	3030110	503-8500-526.50-25		3/2010	300.00
						* Total	300.00
03/17/2010	99258	SPORT HALEY, INC.	158556	503-8200-523.76-20		3/2010	2,107.95
			158632	503-8200-523.76-20		3/2010	96.00
						* Total	2,203.95

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/17/2010	99263	TITLEIST	1381966	503-8200-523.76-25		3/2010	593.21
						* Total	593.21
03/17/2010	99272	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		3/2010	8.54
						* Total	8.54
03/17/2010	99277	WILSON SPORTING GOODS	4507210692	503-8000-521.40-55		3/2010	202.52
						* Total	202.52
03/17/2010	99278	WILSON SPORTING GOODS	4507167187 4507167188	503-8200-523.76-25 503-8000-521.40-55		3/2010 3/2010	284.54 150.72
						* Total	435.26
03/17/2010	99280	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		3/2010	8.63
						* Total	8.63
03/17/2010	99281	XCEL ENERGY	acct 5157543641 acct 5157543641 acct 5158775121	503-8500-526.40-10 503-8500-526.40-20 503-8600-527.40-20		3/2010 3/2010 3/2010	773.43 309.55 35.83
						* Total	1,047.15
				24 Checks	** Fund Total		28,614.52
03/17/2010	99147	ADAMS, JUDITH	class canceled	504-0000-227.10-00		3/2010	98.00
						* Total	98.00
03/17/2010	99152	BACKES, RAY	class canceled	504-0000-227.10-00		3/2010	49.00
						* Total	49.00
03/17/2010	99163	CHAMPIONSHIP PRODUCTS	7703 7741	504-6100-452.60-45 504-6100-452.60-45	R40180 R40180	3/2010 3/2010	77.25 143.00
						* Total	220.25
03/17/2010	99170	DAULTON, JOSH	team canceled team canceled team canceled	504-0000-207.03-00 504-0000-228.01-00 504-0000-347.00-00	R50100	3/2010 3/2010 3/2010	46.23 50.00 648.77
						* Total	745.00
03/17/2010	99190	INDEPENDENT SCHOOL DIST	SENIOR TRIP	504-0000-227.10-00		3/2010	286.00
						* Total	286.00
03/17/2010	99193	INVER GROVE HEIGHTS SEN	february 2010	504-0000-227.10-00		3/2010	160.00
						* Total	160.00
03/17/2010	99199	KRONE, JODY	canceled	504-0000-347.00-00	R40100	3/2010	40.00
						* Total	40.00
03/17/2010	99211	MAYER ARTS INC	DANCE	504-6100-452.30-70	R20920	3/2010	490.00
						* Total	490.00
03/17/2010	99236	OH THOSE GUYS	7681 7738 7739	504-6100-452.60-45 504-6100-452.60-45 504-6100-452.60-45	R40180 R40180 R40180	3/2010 3/2010 3/2010	278.00 124.45 419.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	821.85
03/17/2010	99240	POLAK, JIM	class canceled	504-0000-347.00-00	R20100	3/2010	5.00
						* Total	5.00
03/17/2010	99246	RUNGE, MARY	senior lunch	504-0000-227.10-00		3/2010	6.00
						* Total	6.00
03/17/2010	99248	SAM'S CLUB	acct 87715090065702540	504-6100-452.60-09	R30600	3/2010	65.78
						* Total	65.78
03/17/2010	99250	SAM'S CLUB	acct 7715090061606950	504-6100-452.60-09	R20100	3/2010	97.03
						* Total	97.03
03/17/2010	99262	THOMPSON, NICK	prizes	504-6100-452.60-09	R40340	3/2010	8.99
						* Total	8.99
03/17/2010	99288	ZOFF, DENNIS	broomball league	504-6100-452.60-09	R55000	3/2010	75.00
						* Total	75.00
				15 Checks	** Fund Total		3,167.90
03/17/2010	99176	EXSELL PUBLISHING	3735	505-6200-453.50-25	C91000	3/2010	250.00
						* Total	250.00
03/17/2010	99178	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	3/2010	697.72
						* Total	697.72
03/17/2010	99220	MN DEPT OF HEALTH	fb1 13264-10565	505-6200-453.50-70	C30400	3/2010	398.00
						* Total	398.00
03/17/2010	99245	RIVER HEIGHTS CHAMBER O	room cancellation	505-0000-207.03-00		3/2010	7.63
			room cancellation	505-0000-352.25-00	C15000	3/2010	107.12
						* Total	114.75
03/17/2010	99248	SAM'S CLUB	acct 87715090065702540	505-6200-453.60-65	C40000	3/2010	6.56
						* Total	6.56
03/17/2010	99250	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-16	C21000	3/2010	90.76
			acct 7715090061606950	505-6200-453.60-40	C70000	3/2010	130.34
			acct 7715090061606950	505-6200-453.60-65	C15500	3/2010	263.18
			acct 7715090061606950	505-6200-453.76-05	C16000	3/2010	241.04
			acct 7715090061606950	505-6200-453.76-10	C30300	3/2010	37.07
						* Total	762.39
03/17/2010	99253	SAUNATEC INC	30000667	505-6200-453.60-16	C25000	3/2010	1,222.65
						* Total	1,222.65
03/17/2010	99271	VANCO SERVICES LLC	4138379	505-6200-453.70-60	C10100	3/2010	61.70
						* Total	61.70
				8 Checks	** Fund Total		3,513.77

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/17/2010	99177	FEDERAL SIGNAL CORPORAT	94047007	602-2100-415.70-60		3/2010	13,879.29
						* Total	13,879.29
				1 Checks	** Fund Total		13,879.29
03/17/2010	99146	ACE PAINT & HARDWARE	501602	603-5300-444.60-40		3/2010	46.99
						* Total	46.99
03/17/2010	99161	CARQUEST OF ROSEMOUNT	acct 614420	603-0000-145.50-00		3/2010	8.49
			acct 614420	603-5300-444.40-41		3/2010	87.72
			acct 614420	603-5300-444.40-41		3/2010	136.79
			acct 614420	603-0000-145.50-00		3/2010	46.78
			1596120984	603-5300-444.40-41		3/2010	6.70
			1596121014	603-5300-444.40-41		3/2010	21.14
			1596121034	603-5300-444.40-41		3/2010	6.70-
			1596121213	603-0000-145.50-00		3/2010	36.77
			1596121252	603-5300-444.60-12		3/2010	23.31
			1596121258	603-5300-444.40-41		3/2010	4.78
			1596121341	603-5300-444.40-41		3/2010	163.67
			1596121369	603-5300-444.40-41		3/2010	173.22
			1596121403	603-0000-145.50-00		3/2010	73.06
						* Total	775.73
03/17/2010	99166	CRYSTEEL TRUCK EQUIPMEN	F27557	603-5300-444.40-42		3/2010	578.19
						* Total	578.19
03/17/2010	99171	DON PIEHL	158359	603-5300-444.60-40		3/2010	138.83
						* Total	138.83
03/17/2010	99173	EMERGENCY AUTOMOTIVE TE	022610-4	603-0000-145.50-00		3/2010	55.15
						* Total	55.15
03/17/2010	99180	G & K SERVICES	acct 7494701	603-5300-444.40-65		3/2010	60.04
			acct 7494701	603-5300-444.60-45		3/2010	23.61
			1182284544	603-5300-444.40-65		3/2010	60.06
			1182284544	603-5300-444.60-45		3/2010	57.94
						* Total	201.65
03/17/2010	99183	GREENER SOLUTIONS	15	603-5300-444.40-41		3/2010	371.90
						* Total	371.90
03/17/2010	99185	HARMON AUTOGLASS - ROSE	10451366	603-5300-444.40-41		3/2010	61.25
						* Total	61.25
03/17/2010	99192	INVER GROVE FORD	5031725	603-5300-444.40-41		3/2010	8.14
			5031728	603-5300-444.40-41		3/2010	351.33
			5032050	603-0000-145.50-00		3/2010	95.12
			5032112	603-5300-444.40-41		3/2010	560.39
			5032119	603-5300-444.40-41		3/2010	16.03
						* Total	1,031.01
03/17/2010	99198	KREMER SERVICES LLC	1655	603-5300-444.40-41		3/2010	145.54
						* Total	145.54

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/17/2010	99210	LILLIE SUBURBAN NEWSPAP	SURPLUS EQUIP	603-5300-444.50-25		3/2010	26.25
						* Total	26.25
03/17/2010	99226	MTI DISTRIBUTING CO	712877	603-5300-444.40-41		3/2010	131.68
						* Total	131.68
03/17/2010	99228	MUNICIPAL/COMMERCIAL SE	4547	603-5300-444.40-40		3/2010	395.00
						* Total	395.00
03/17/2010	99237	OXYGEN SERVICE COMPANY,	07408732	603-5300-444.60-12		3/2010	71.36
						* Total	71.36
03/17/2010	99243	RDO EQUIPMENT COMPANY	acct 2556007	603-5300-444.40-41		3/2010	832.57
						* Total	832.57
03/17/2010	99256	SOUTH METRO SPORTS	03032010	603-5300-444.40-40		3/2010	670.00
						* Total	670.00
03/17/2010	99264	TOWMASTER TRAILERS INC	318972	603-5300-444.40-41		3/2010	202.26
						* Total	202.26
03/17/2010	99266	TURFWERKS	TWO3254	603-5300-444.40-41		3/2010	4,150.92
			TWO3255	603-5300-444.40-41		3/2010	2,264.98
						* Total	6,415.90
03/17/2010	99275	WESTERN PETROLEUM COMPA	0180250	603-0000-145.50-00		3/2010	607.51
						* Total	607.51
03/17/2010	99284	XCEL ENERGY	acct 5152791130	603-5300-444.40-20		3/2010	2,170.06
			acct 5152791130	603-5300-444.40-10		3/2010	2,377.29
						* Total	4,547.35
03/17/2010	99286	YOCUM OIL COMPANY, INC.	973941	603-0000-145.60-00		3/2010	4,111.74
			973942	603-0000-145.60-00		3/2010	9,356.38
						* Total	13,468.12
				21 Checks	** Fund Total		30,774.24
03/17/2010	99234	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		3/2010	1,911.81
						* Total	1,911.81
				1 Checks	** Fund Total		1,911.81
03/17/2010	99252	SAM'S CLUB	acct 7715090063580633	605-3100-419.60-11		3/2010	89.46
						* Total	89.46
03/17/2010	99270	USA MOBILITY WIRELESS I	acct 03174935	605-3100-419.40-65		3/2010	29.91
						* Total	29.91
03/17/2010	99287	ZEE MEDICAL SERVICE	54188674	605-3100-419.60-65		3/2010	248.61
						* Total	248.61
				3 Checks	** Fund Total		367.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/17/2010	99148	ADVANCED TECHNOLOGY SYS	54022	606-1400-413.60-10		3/2010	1,371.43
						* Total	1,371.43
03/17/2010	99227	MUNICIPAL SOFTWARE CORP	XT00000303	606-1400-413.80-62		3/2010	23,918.00
						* Total	23,918.00
03/17/2010	99235	OFFICE OF ENTERPRISE TE	FEB	606-1400-413.30-70		3/2010	411.81
						* Total	411.81
				3 Checks	** Fund Total		25,701.24
03/05/2010	99140	RAMSEY COUNTY SHERIFF'S	boyd james gillespie	702-0000-229.10-00		3/2010	500.00
						* Total	500.00
03/17/2010	99151	AMES CONSTRUCTION INC	refund balance	702-0000-229.03-00		3/2010	15,000.00
						* Total	15,000.00
03/17/2010	99174	EMMONS & OLIVIER RESOUR	BACK OUT	702-0000-228.21-00		3/2010	216.00-
			95001921	702-0000-228.21-00		3/2010	216.00
03/17/2010	99248	SAM'S CLUB	acct 87715090065702540	702-0000-230.72-00		3/2010	55.95-
						* Total	55.95-
				3 Checks	** Fund Total		15,444.05
03/17/2010	99209	LIBERTY TIRE SERVICES	22123	703-5500-446.40-25		3/2010	107.80
						* Total	107.80
				1 Checks	** Fund Total		107.80
				172 Checks	*** Bank Total		919,398.31
				172 Checks	*** Grand Total		919,398.31

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Change Order No. 4 and Pay Voucher No. 5 for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay**

Meeting Date: March 22, 2010  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: *SAT* *CS*

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

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 4 and Pay Voucher No. 5 for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay.

**SUMMARY**

The improvements were included as part of the 2009 Pavement Management Program. The contract was awarded in an amount of \$991,113.11 to Danner, Inc. on July 13, 2009.

Change Order No. 4 is for additional irrigation system repairs, mill and overlay structure adjustments, and repair of invisible fencing. The change order will be funded from the project contingency fund. The original budget for sprinkler repairs was based on the City's project history in the South Grove area. Few sprinkler systems exist in the South Grove area and our experience indicates these repairs run about \$1,000/system. The Salem Hills Farm neighborhood has sprinkler systems on almost every lot. Over 30 were encountered. The per system cost in Salem Hills Farm is comparable to the City's experience in the South Grove area. The changes to the mill and overlay area helped preserve the existing pavement and will result in a thicker and stronger bituminous pavement.

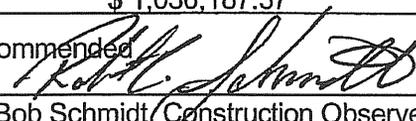
Engineering recommends approval of Change Order No. 4 in the amount of \$31,052.76 (for a revised contract amount of \$1,036,187.37) and Pay Voucher No. 5 in the amount of \$29,500.12 for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay.

TJK/kf

Attachments: Change Order No. 4  
 Pay Voucher No. 5

**CHANGE ORDER NO. 4**

**2009 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2008-09F  
SALEM HILLS FARM STREET RECONSTRUCTION/MILL AND OVERLAY**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077  Contractor: Danner Inc. 843 Hardman Avenue South South Saint Paul, MN 55075	Date of Issuance: March 22, 2010  Engineer: City Engineer
<p><b><u>PURPOSE OF CHANGE ORDER</u></b></p> <p>See attached.</p>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$ 991,113.11	Original Contract Time:
Previous Change Orders \$ 14,021.50	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 1,005,134.61	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 31,052.76	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 1,036,187.37	Contract Time with Approved Change
Recommended By:  Bob Schmidt, Construction Observer	Approved By: _____ Danner Inc.

Approved By:

  
 \_\_\_\_\_  
 Thomas J. Waldunski, City Engineer

Approved By:

\_\_\_\_\_  
 Dennis Madden, Acting Mayor

Date of Council Action:

\_\_\_\_\_  
 March 22, 2010

**ATTACHMENT TO CHANGE ORDER NO. 4**

**CITY PROJECT NO. 2008-09F – SALEM HILLS FARM STREET RECONSTRUCTION/MILL AND OVERLAY**

**Description of Changes:**

**1. Additional Irrigation System Repairs**

Due to the large amount of homes with irrigation systems the contractor had more repairs to make than originally budgeted for.

Total Irrigation System Repairs through 12/31/09	\$29,700.00
Amount paid (Pay Estimate #4)	<u>\$5,000.00</u>
<b>Total change order amount</b>	<b>\$24,700.00</b>

**2. Mill and Overlay Area – Structure Adjustments**

The Contractor began milling operations in the Mill and Overlay area per the project plans and specifications. The contractor encountered insufficient depths of asphalt and in some areas aggregate base while milling to a depth of 2 inches. After discussion with City staff, the contractor was directed to perform a 7-foot tapered edge mill through the Mill and Overlay area. The area was then paved with a steepened crown to provide an adequate overlay depth. Because the depth of milled asphalt was not the same as the depth of overlay, all existing structures had to be adjusted.

**Total for Structure Adjustments = \$6,250.00**

**3. Invisible Fencing Invoice**

Last fall after all the repairs were thought to have been completed, the homeowner at 1965 63<sup>rd</sup> St. called and indicated their invisible fencing was not working. Because the contractor had mobilized off the site, the homeowner was directed by City staff to hire someone to fix it. The homeowner hired a contractor to repair the fencing and the invoice was sent to Danner Inc.

**Invisible Fencing Invoice \$102.76**

**Summary of Changes:**

<b>Item</b>	<b>Cost</b>
1. Additional Irrigation System Repairs	\$24,700.00
2. Mill Bituminous Surface – Structure Adjustments	\$ 6,250.00
3. Invisible Fencing Invoice	<u>\$ 102.76</u>
<b>Total Cost of Revisions</b>	<b>\$31,052.76</b>

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 5
DATE: March 22, 2010
PERIOD ENDING: February 28, 2010
CONTRACT: Salem Hills Farm Street Reconstruction and Mill and Overlay
PROJECT NO: 2008-09F

TO: Danner Inc.
843 Hardman Avenue South
South St. Paul, MN 55075

Original Contract Amount..... \$991,113.11
Additions (Change Order No. 1, 2, 3 & 4)..... \$45,074.26
Total Contract Amount.....\$1,036,187.37
Total Value of Work to Date..... \$950,684.71
Less Retained (5%) ..... \$47,534.24
Less Previous Payment ..... \$873,650.35
Total Approved for Payment this Voucher..... \$29,500.12
Total Payments including this Voucher ..... \$903,150.47

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through February 28, 2010.

Signed by: Thomas J. Kaldunski, City Engineer
Date: 3/16/2010

Signed by: Danner Construction, Inc.
Date

Signed by: Dennis Madden, Acting Mayor
Date

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**APPROVE ADDITIONAL SERVICES AGREEMENT WITH BKV**

Meeting Date: March 22, 2010  
Item Type: Consent  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Approve additional services agreement with BKV.

**SUMMARY** During the construction of the Public Safety Addition we've come to realize that there were no plans made to accommodate the 800 Mhz radio system.

BKV has contracted with Elert and Associates on the technology aspects so these additional services are for Elert and Associates. BKV will not be charging the City for any additional architectural fees associated with this.

Elert proposes \$1,245 in labor for design in preparation (speakers, cable, amplifier) for installation of the 800 Mhz radio system.

There will be additional cost for the equipment.

Both the additional services with Elert and the equipment costs (which will come back to the Council for approval in a change order) will come from the funds budgeted for the technology pieces which are more than sufficient since bids came back well less than anticipated.

Staff recommends approval of this additional services agreement.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of Turf Care Products in the Park System for 2010

Meeting Date: March 22, 2010  
 Item Type: Consent Agenda  
 Contact: Mark Borgwardt – 651.450.2581  
 Prepared by: Mark Borgwardt – Parks  
 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**

Award fertilizer, top dressing, compost, herbicide, and grass seed to low quote as designated below.

**SUMMARY**

Requests for price quotes were sent to vendors for providing fertilizer, top dressing, compost, herbicide, and grass seed to City of Inver Grove Heights Parks Division in 2010. Actual quantities ordered will be determined by Parks Superintendent based on approved 2010 budget and turf requirements. The table below summarizes price quotes received. It is recommended low price quote be accepted for each product.

**FERTILIZER**

	<b>Sports Turf Specialists Inc.</b>	<b>JRK Seed and Turf Supply</b>	<b>Twin City Seed Company</b>	<b>Farmers Mill and Elevator Inc.</b>
<b>18-0-18 MOP 55% SCU w/Micro Pak</b>	\$387/ton Low quote	\$520/ton	\$553/ton	\$445/ton
<b>18-0-6 MOP 20% SCU 1%Sulfur, AMS, Micro Pak</b>	\$270/ton Low quote	\$410/ton	\$416/ton	\$279/ton
<b>19-0-6 25% SCU w/.10 Dimension</b>	\$560/ton Low quote	\$600/ton	\$750/ton	\$637/ton
<b>20-0-10 50%SCU w/.86 Millennium</b>	\$590/ton Low quote	No Bid	\$897/ton	No Bid
<b>22-0-10 30% SCU</b>	\$320/ton Low quote	\$443/ton	\$457/ton	\$373/ton
<b>Calcium</b>	\$122/ton Low quote	No Bid	\$138/ton	No Bid
<b>17-17-17 starter</b>	\$437/ton Low quote	\$512/ton	\$686/ton	\$451/ton

**TOP DRESSING**

	<b>Sports Turf Specialists Inc.</b>	<b>JRK Seed and Turf Supply</b>	<b>Twin City Seed Company</b>	<b>Farmers Mill and Elevator Inc.</b>
<b>Sand</b>	\$6.50/ton Low quote	No Bid	No Bid	\$17.75/ton
<b>Gypsum Calcium Sulfate</b>	\$122/ton	\$620/ton	\$123.60/ton	\$119/ton Low quote

**COMPOST**

	<b>Sports Turf Specialists Inc.</b>	<b>JRK Seed and Turf Supply</b>	<b>Twin City Seed Company</b>	<b>Farmers Mill and Elevator Inc.</b>	<b>Reinders Inc.</b>
<b>6-2-0 Milorganite</b>	No Bid	\$262.96/ton	No Bid	No Bid	\$230.40/ton
<b>2-3-3 Sustane</b>	No Bid	No Bid	\$408.25/ton	\$385.74/ton	\$460/ton
<b>2-1-2 Healthy Gro</b>	\$147/ton Low quote	No Bid	No Bid	No Bid	No Bid

**HERBICIDE**

	<b>Sports Turf Specialists Inc.</b>	<b>JRK Seed and Turf Supply</b>	<b>Twin City Seed Company</b>	<b>Farmers Mill and Elevator Inc.</b>	<b>Reinders Inc.</b>	<b>Tessman Co.</b>
<b>Millennium</b>	\$48.90/gallon Low quote	\$54.90/gallon	\$61.30/gallon	\$61.50/gallon	\$54/gallon	\$49.18/gallon
<b>Roundup</b>	\$11.90/gallon Low quote	\$16.78/gallon	\$22.55/gallon	\$20/gallon	\$16.50/gallon	\$17.75/gallon

**GRASS SEED MIX**

	<b>Sports Turf Specialists Inc.</b>	<b>JRK Seed and Turf Supply</b>	<b>Twin City Seed Company</b>	<b>Farmers Mill and Elevator Inc.</b>	<b>Reinders Inc.</b>	<b>Tessman Co.</b>	<b>Agassiz Seed and Supply</b>	<b>Ramy Turf Products</b>
<b>Athletic</b>	\$1.19/lb.	\$1.50/lb.	\$1.14/lb.	\$1.33/lb.	\$1.48/lb.	\$1.30/lb.	\$1.02/lb. Low quote	\$1.13/lb.
<b>Overseed</b>	\$0.95/lb. Low quote	\$2.00/lb.	\$1.60/lb.	\$1.59/lb.	\$1.88/lb.	\$1.49/lb.	\$1.17/lb.	\$1.59/lb.
<b>Sunny</b>	\$0.88/lb.	\$0.40/lb. Low quote	\$1.07/lb.	\$1.13/lb.	\$1.32/lb.	\$1.08/lb.	\$0.90/lb.	\$0.95/lb.

**2010 REQUEST FOR QUOTES**  
**FERTILIZER, TOPDRESSING, COMPOST, HERBICIDE & GRASS SEED**

The City of Inver Heights Parks Department is seeking price quotes for fertilizer, top dressing, compost, herbicide and grass seed. The City reserves the right to award the quote in part, or in whole, including quantities. The City reserves the right to reject any or all quotes. Quantities specified are projected only. Actual quantities ordered will be determined by City of Inver Grove Heights.

**SPECIFICATIONS:**

**FERTILIZER:**

- 10-12 Tons 18-0-18 MOP 55% SCU with Micro Pak. Bulk
- 10-12 Tons 18-0-6 MOP 20% SCU 1% Sulfur, AMS, Micro Pak. Bulk
- 10-12 Tons 19-0-6 25% SCU w/.10 Dimension. Bulk
- 10-12 Tons 20-0-10 50% SCU w/.86 Millenium. Bulk
- 10-12 Tons 22-0-10 30% SCU. Bulk
- 10-12 Tons Calcium. Bulk
- 2 Tons starter fertilizer 17-17-17 or equivalent.
- All bulk delivered on an as-needed basis.
- Vendor may bid one or more products.
- All bulk delivery must be with a pull tender/truck with capability of power unloading to a provided spreader.

**TOP DRESSING:**

- 250 Tons athletic field grade top dressing sand. Bulk
- 250 Tons Gypsum Calcium Sulfate. Bulk
- All bulk delivery on an as-needed basis.
- Vendor may bid one or more products.
- All bulk delivery must be with a 3-5 yard or larger turf top dressing spreader.

**COMPOST: The City of Inver Grove Heights is considering organic composting materials and will consider the following. Composting materials to be mixed on site with other topdressing materials.**

- 125 Tons 6-2-0 Milorganite or equivalent free of metals, antibiotics or anything hazardous to health, safety and welfare of Inver Grove Heights residents and/or detrimental to natural environment. Bulk
- 125 Tons 2-3-3 Sustane or equivalent free of metals, antibiotics or anything hazardous to health, safety and welfare of Inver Grove Heights residents and/or detrimental to natural environment. Bulk
- 125 Tons 2-1-2 Healthy Gro or equivalent Aerobically Composted Chicken Manure from egg laying birds free of metals, antibiotics or anything hazardous to health, safety and welfare of Inver Grove Heights residents and/or detrimental to natural environment. Bulk
- All bulk delivery must be with a 3-5 yard or larger turf top dressing spreader.
- All bulk delivered on an as-needed basis.

**HERBICIDE:**

- 50 Gallons Millenium broadleaf weed herbicide. 2 1/2 gallon containers.
- 25 Gallons Round-up Pro or equivalent. 2 1/2 gallon containers.

**GRASS SEED:**

- 4,000 pounds High End Athletic Mix
  1. 25% Brooklawn Kentucky Bluegrass
  2. 25% Bonaire Kentucky Bluegrass
  3. 25% Pizzazz Perennial Ryegrass
  4. 25% Manhattan 5 Perennial Ryegrass
  5. Or Equivalent
- 4,000 pounds Overseed Mix
  1. 20% Boutique Kentucky Bluegrass
  2. 20% Midnight Kentucky Bluegrass
  3. 30% Brooklawn Kentucky Bluegrass
  4. 15% Paragon Perennial Ryegrass
  5. 15% Protégé Perennial Ryegrass
  6. Or Equivalent
- 2,000 pounds Sunny Mix
  1. 15% Brooklawn Kentucky Bluegrass
  2. 15 % Bonaire Kentucky Bluegrass
  3. 20% Park Kentucky Bluegrass
  4. 20% Boreal Creeping Red Fescue
  5. 30% Evening Shade Perennial Ryegrass
  6. Or Equivalent

- \* Any deviations from the above specification must be noted.
- \* Price quoted must include sales tax and delivery costs.
- \* Delivery is to be made to:

City of Inver Grove Heights  
Public Works Maintenance Facility  
8168 Barbara Avenue  
Inver Grove Heights, MN. 55077

- \* **Please use enclosed form to submit quote by March 12, 2010 at 3 PM to :**

Mark Borgwardt  
Parks Superintendent  
City of Inver Grove Heights  
8168 Barbara Avenue  
Inver Grove Heights, MN. 55077  
PHONE: 651-450-2581  
FAX: 651-455-9405  
e-mail: mborgwardt@ci.inver-grove-heights.mn.us

**CITY OF INVER GROVE HEIGHTS PARKS DEPARTMENT  
PROPOSAL FORM  
FERTILIZER, TOPDRESSING, COMPOST, HERBICIDE, GRASS SEED**

*All quotes are to be received at Public Works Maintenance Facility, 8168 Barbara Avenue, Inver Grove Heights, MN. 55077, not later than 3 PM Friday, March 12, 2010.*

Quotes may not be withdrawn for a period of thirty days after the date quotes are due. It is understood that the City reserves the right to reject any or all quotes and to waive information therein and to award the contract in the best interest of the City. The City also reserves the right to award the quote in part or in whole, including quantities.

***The undersigned has examined the attached specifications and information provided for supplying fertilizer, topdressing, compost, herbicide and grass seed to the City of Inver Grove Heights and hereby submits the following quote:***

**FERTILIZER:**

- 12 Tons 18-0-18 MOP 55% SCU with Micro Pak. Bulk \$ \_\_\_\_\_
- 12 Tons 18-0-6 MOP 20% SCU 1% Sulfur, AMS, Micro Pak. Bulk \$ \_\_\_\_\_
- 12 Tons 19-0-6 25% SCU w/.10 Dimension. Bulk \$ \_\_\_\_\_
- 12 Tons 20-0-10 50% SCU w/.86 Millenium. Bulk \$ \_\_\_\_\_
- 12 Tons 22-0-10 30% SCU. Bulk \$ \_\_\_\_\_
- 12 Tons Calcium. Bulk \$ \_\_\_\_\_
- 2 Tons starter fertilizer 17-17-17 or equivalent. \$ \_\_\_\_\_

**TOP DRESSING:**

- 250 Tons athletic field grade top dressing sand. Bulk \$ \_\_\_\_\_
- 250 Tons Gypsum Calcium Sulfate. Bulk \$ \_\_\_\_\_

**COMPOST:**

- 125 Tons 6-2-0 Milorganite or equivalent \$ \_\_\_\_\_
- 125 Tons 2-3-3 Sustane or equivalent \$ \_\_\_\_\_
- 125 Tons 2-1-2 Healthy Gro or equivalent \$ \_\_\_\_\_

**HERBICIDE:**

- 50 Gallons Millenium broadleaf weed herbicide. 2 1/2 gallon containers. \$ \_\_\_\_\_
- 25 Gallons Round-up Pro or equivalent. 2 1/2 gallon containers. \$ \_\_\_\_\_

**GRASS SEED:**

- 4,000 pounds High End Athletic Mix \$ \_\_\_\_\_
- 4,000 pounds Overseed Mix \$ \_\_\_\_\_
- 2,000 pounds Sunny Mix \$ \_\_\_\_\_

DELIVERY \$ \_\_\_\_\_

SUB-TOTAL \$ \_\_\_\_\_

SALES TAX \$ \_\_\_\_\_

**TOTAL PROPOSED COST \$ \_\_\_\_\_**

**QUOTE SUBMITTED BY:**

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
REPRESENTATIVE'S NAME (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
E-MAIL

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Tree Fund Expenditures for 2010**

Meeting Date: March 22, 2010  
 Item Type: Consent Agenda  
 Contact: Mark Borgwardt-651-450-2581  
 Prepared by: Mark Borgwardt  
 Reviewed by: Eric Carlson

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

**PURPOSE/ACTION REQUESTED**

Consider approval of the proposed 2010 Tree Replacement Plan.

**SUMMARY**

The Parks Commission reviewed and approved the attached proposed 2010 Tree Replacement Plan at the March 10, 2010 meeting.

The Commission and Council approved the Tree Preservation Mitigation Fund and Tree Replacement Plan Policy in early 2003. (See attached). The purpose of the policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree protection and Preservation Fund. The policy provides for expenditures of up to 50% of the fund in any given year. The current balance in the Tree Protection and Preservation Mitigation Fund (Fund 443) is approximately \$76,000 (50% = \$38,000).

The following is the recommended 2010 expenditures:

**Proposed 2010 Tree Preservation Fund**

<b>Project</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost</b>
Tree Seedlings	Plant tree seedlings @ Harmon Reserve	250	\$350
Tree Spading	Spade trees from City Nursery to Parks	40	\$4,000
Tree Replacement	Replace trees that are dead, dying or	50	\$6,000
Tree Removal	Contract tree removal/ stumping/ maintenance potential Emerald Ash Borer candidates		\$8,000
<b>Total</b>			<b>\$18,350</b>

While the policy allows for the expenditure of up to 50% of the fund balance, we don't expect much development activity in 2010 based on the economy.

# **POLICY**

## **TREE PRESERVATION MITIGATION FUND**

### **TREE REPLACEMENT PLAN**

#### **PURPOSE AND INTENT OF POLICY**

The purpose of this policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree Protection and Preservation Fund. The intent is the enhancement of the city's forest resource.

#### **POLICY**

Funds may be used as follows:

##### **1. Reforestation Program**

The Reforestation Program includes the purchase and planting of trees on public land including, but not limited to city parks, city golf course, city nursery, storm sewer retention ponds, open space and limited road right-of-way such as Cahill Ave. between Upper 55<sup>th</sup> St. and 80<sup>th</sup> St. with community-wide significance. Costs may include tree purchase, planting, and a maintenance period (i.e. irrigation, tree staking, fertilization, pruning, etc.) until the tree(s) becomes established.

##### **2. Special Needs**

In the event of a natural disaster or other identifiable special need, funds may be contributed to other city sponsored reforestation programs.

#### **CONTINUANCE OF POLICY**

This policy shall apply only to funds received specifically from Tree Protection and Preservation Mitigation Fund (Code 515.90 Subd 28) from applications to the City. At no time may the fund deplete by more than 50%, or to less than \$10,000 in any given year, without the express consent of the City Council.

#### **RESPONSIBILITY**

The Director of Parks and Recreation and the City Administrator shall have primary responsibility for the implementation and coordination of this policy per Code 515.90 Subd 28. An annual tree replacement plan, prepared by Parks Division, will be submitted for Park and Recreation Advisory Commission review and City Council approval.

Approved by the Inver Grove Heights City Council 2/10/03

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Agreement with Great River Greening for Work at Heritage Village Park**

Meeting Date: March 22, 2010  
 Item Type: Consent Agenda  
 Contact: Mark Borgwardt-651-450-2581  
 Prepared by: Mark Borgwardt  
 Reviewed by: Eric Carlson

**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 entering into partnership contract with Great River Greening (attached) to provide services for Floodplain Forest Enhancement at Heritage Village Park for the sum of \$4,900 (\$2,400 City; \$2,500 Grant). The recommended funding source for the City's contribution is the Park Acquisition and Development Fund (Fund 402). Parks Commission approved project at their March 10, 2010 meeting.

**SUMMARY**

Parks staff was successful in securing funding for Heritage Village Park Floodplain Forest Enhancement, through a grant provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR), through Great River Greening's membership in the Metro Conservation Corridors partnership.

The total cost for the Floodplain Forest Enhancement will be \$4,900 with the City of Inver Grove Heights contribution to be \$2,400.

**CONTRACT**

Great River Greening  
35 West Water Street, Suite 201  
Saint Paul, MN 55107-2016

651-665-9500  
651-665-9409 FAX

<b>Contracting Agent</b> City of Inver Grove Heights		<b>Phone</b> (651) 450-2500	<b>Date</b> March 1, 2010
<b>Street Address</b> 8150 Barbara Ave		<b>Project Name</b> Heritage Village Park - Floodplain Forest Preservation	
<b>City, State, Zip Code</b> Inver Grove Heights, MN 55077		<b>Project Location</b> Heritage Village Park	
<b>Client Name Contact</b> Mark Borgwardt		<b>Contact Phone</b> (651) 450-2500	
<b>Greening Contact</b> Todd Rexine	<b>Date of Bid</b> 3/1/2010	<b>Project Number</b> LHVP01	<b>Greening Contact Phone</b> 651-665-9500

I. **Parties.** This contract governs the rights and responsibilities of Great River Greening (hereafter referred to as Greening) and the *Contracting party*, (hereafter referred to as City of Inver Grove Heights, where Great River Greening has been retained to perform services for the contracting party).

II. **Scope of Services.** Great River Greening and the City of Inver Grove Heights agree to partner together to achieve the below objectives as outlined in the existing management plan for heritage Village Park.

**Great River Greening Responsibilities:**

Floodplain Forest Enhancement at Heritage Village Park (spring 2010 - June 2011)  
*See attachment B*

Invasive herbicide follow up - late spring/summer 2010 - 3 visits

- Spot treat buckthorn seedlings and resprouts.
- Herbicide treatment for Garlic Mustard, Reed Canary, Purple Loosestrife.

Floodplain Forest Enhancement - spring 2011 (after flood waters recede)

- Plant a combination of potted (10) and bare root (50) Silver Maples in open canopy areas.
- Placement of trees will be determined by Great River Greening project manager in cooperation with the City of Inver Grove Heights' authorized representative.

**City of Inver Grove Heights Responsibilities:**

As a portion of the funding for this project is being provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR), through Great River Greening's membership in the Metro Conservation Corridors partnership, the City of Inver Grove Heights agrees to the conditions as outlined in Exhibit A.

**III. Budget and Schedule of Payments.**

Budget for the project is as follows:

Invasive Herbicide Follow up	\$1,900
Floodplain Forest Enhancement	\$3,000
<b>Total for Restoration work</b>	<b>\$4,900</b>
	(\$2,500) Great River Greening contribution (LCCMR Funding)
	(\$2,400) City of Inver Grove Heights contribution

**Schedule of Payments.** City of Inver Grove Heights will make payment upon the following schedule:

\$ 900 upon commencement of work  
\$1,500 upon completion

**IV. Limitation of liability.** City of Inver Grove Heights shall indemnify Great River Greening and hold it harmless from and against any loss, claims, liabilities, damages and costs, including reasonable attorney's fees, related to the Project or the performance of their services pursuant to this Agreement, unless caused by the negligence of Great River Greening, its agents or employees.

**V. Amendment.** This Agreement may be amended only in a written document signed by both parties.

**VI. Independent Contractors.** Each party, its officers, agents and employees are at all times an independent contractor to the other party. Nothing in this Agreement shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venture of or with, the other.

**VII. Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement, and it supercedes all prior and concurrent agreements, understandings, promises or representations, whether written or oral, made by either party to the other concerning such subject matter.

**VIII. Insurance.** Great River Greening agrees to maintain during the term of this Consulting Contract the following insurance: Workers Compensation Insurance, Commercial General Liability (with coverage no more restrictive than that provided for by standard ISO Form CG 00 01 11 88 or CG 00 01 10 93 with standard exclusions "a" through "n") with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damages, the limit specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.

**IX. Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such provision.

**X. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.

**XI. Completion.** Work for this Project will be performed by June 30, 2010 unless circumstances beyond Great River Greening's control that prevents Great River Greening from completing the Project.

Great River Greening

City of Inver Grove Heights' Representative

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Wayne Ostlie

Name: \_\_\_\_\_

Title: Conservation Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Persons**

The authorized contact person for Great River Greening is:

Todd Rexine  
35 Water Street, Suite 201  
Saint Paul, MN 55107  
651-665-9500 ext. 28

The authorized contact person for the City of Inver Grove Heights is:

Mark Borgwardt  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
(651) 450-2500

**EXHIBIT A: LCCMR ADDENDUM, METRO CONSERVATION CORRIDORS PHASE V**  
**AGREEMENT**  
**BETWEEN GREAT RIVER GREENING (THE TRUST FUND APPROPRIATION RECIPIENT)**  
**AND LANDOWNER**

THIS AGREEMENT is made between Great River Greening (hereinafter "Recipient"); and the City of Inver Grove Heights (hereinafter the "Landowner").

WHEREAS, The Minnesota Legislature by Minnesota Laws 2009, Chapter 143, Section 2, Subd. 4(f)2.5 appropriated \$155,000 to the Commissioner of MN-DNR for Restore/Enhance Significant Habitat for an agreement with Great River Greening;

NOW THEREFORE, it is agreed between the LCCMR, the Recipient, and the Landowner as follows:

**1. GENERAL CONDITIONS**

1.1 The Landowner acknowledges that these funds are proceeds from the State of Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Trust Fund"), which is subject to certain legal restrictions and requirements, including Minnesota Statutes Chapter 116P. The Landowner is responsible for compliance with this and all other relevant state and federal laws and regulations in the fulfillment of the Project.

**2.0 PROJECT**

**2.1 CONTRIBUTIONS**

The Recipient's and Landowner's contributions must be for actual and direct costs for the Project Work. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner(s) terminates the Agreement before its expiration, or if the Landowner(s) should fail to maintain the habitat restoration for 10 years, then the Landowner(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund prior to final termination for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement. For these purposes the total cost of the habitat restoration projects to the Minnesota Environment and Natural Resources Trust Fund are agreed to be \$2,500.

**2.2 ACKNOWLEDGMENTS**

The Landowner agrees to allow Recipient to acknowledge the Trust Fund's financial support for this Work in any statement, press release, bid, solicitation, or other document issued describing the Work, and will contain the following language and/or the logos:

(Partial) funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

Preferred acknowledgement language is:

(Partial) Funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR),



through Great River Greening's membership in the Metro Conservation Corridors partnership.



Landowner agrees to maintain existing signage at the Project Site that includes this acknowledgement language, and will include it in permanent signage.

### **2.3 ACCESS**

The Landowner agrees to allow the Recipient and LCCMR access to the Landowner's site and Landowner's activities for evaluation and promotion of the project. Access will be at reasonable times and with sufficient prior notification.

### **2.4 NATIVE PLANT SPECIES**

Vegetation planted must be only of native ecotypes to Minnesota, and preferably of the local ecotype using a high diversity of species grown as close to the restoration site as possible;

When restoring prairie:

(i) the seeds and plant materials must originate in the same county as the restoration site or within 25 miles of the county border, but not across the boundary of an ecotype region. Ecotype regions are defined by the Department of Natural Resources map, "Minnesota Ecotype Regions Map – County Landscape Groupings Based on Ecological Subsections." dated February 15, 2007;

(ii) if seeds and plant material described in item (i) are not available, then the restoration must use seeds and plant materials from within the same ecotype region; or

(iii) if seeds and plant material described in both descriptions in item (i) or (ii) are not available, then the restoration must use seeds and plant material from within the same ecotype region or within 25 miles of the ecotype region boundary.

Use of seeds and plant materials from beyond the geographic area described in this clause must be expressly approved in the work program of the Recipients and stated in this agreement.

A copy of the Minnesota Ecotype Regions Map is available from the Department of Natural Resources. The map is available on the DNR Website at [http://files.dnr.state.mn.us/eco/mn\\_landscape\\_groups.pdf](http://files.dnr.state.mn.us/eco/mn_landscape_groups.pdf) and in a native plant policy page on [http://files.dnr.state.mn.us/assistance/grants/habitat/native\\_plant\\_policy.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/native_plant_policy.pdf)

### **2.5 LONG TERM RESTORATION**

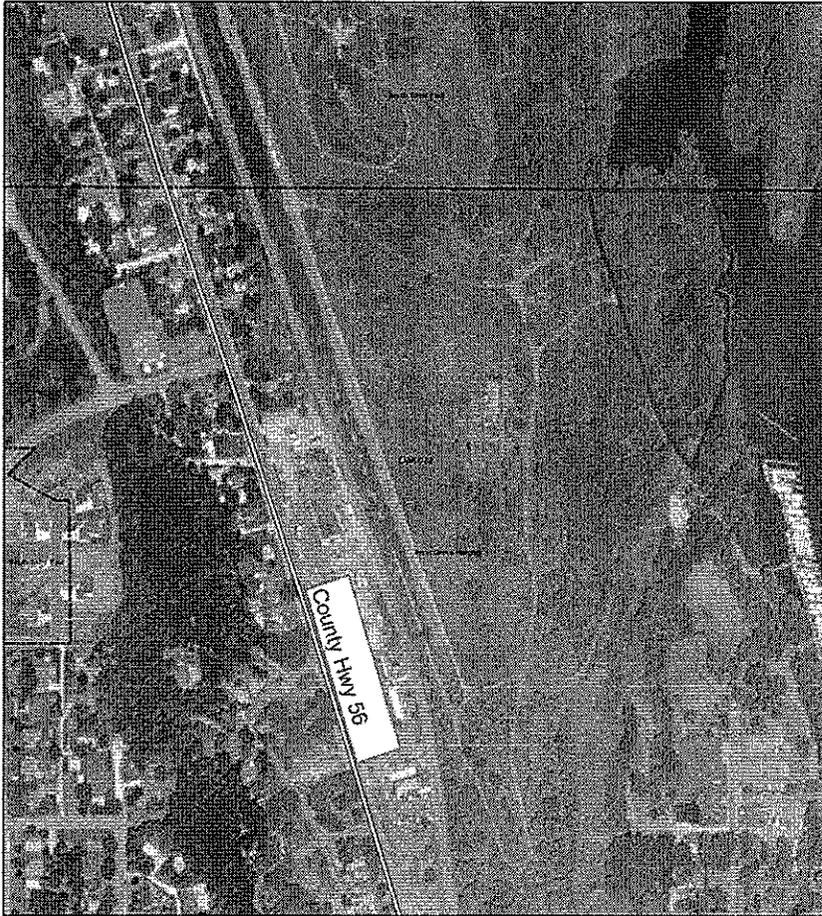
The landowner acknowledges the long term maintenance and enhancement needs of the restoration process to achieve restoration goals. The landowner agrees to maintain restoration for a minimum of 10 years. The recipient agrees to make reasonable good faith effort to significantly contribute to the successful maintenance of the project.

**3. AGREEMENT EXECUTION**

Great River Greening
By:
Deborah Karasov
Title: Executive Director
Date:

City of Inver Grove Heights
By:
Title:
Date:

Attachment B



**Legend**

Heritage Village Park

 Floodplain Forest Area

 Metro Conservation Corridors



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of a Grant Agreement with Dakota County for Way-Finding Signage

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Meeting Date: March 22, 2010  
 Item Type: Consent Agenda  
 Contact: Mark Borgwardt  
 Prepared by: Mark Borgwardt  
 Reviewed by: Eric Carlson

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

**PURPOSE/ACTION REQUESTED**

Approve Dakota County Contract (attached) for a \$25,000 mini-grant secured by city staff from Dakota County Active Living Program to place way-finding signage along city/county trails and sidewalks to create a more active and healthy community and encourage non-motorized transportation as outlined in the recently adopted Inver Grove Heights Comprehensive Park Plan & Development Guide.

**SUMMARY**

The Dakota County Public Health Department (DCPHD), with funding from the State Health Improvement Program (SHIP), has offered an opportunity for local government agencies in Dakota County to apply for mini-grants to create healthier communities. Maximum grant amount was \$25,000.

The \$25,000 grant recently secured by Parks staff for way-finding signage met the Active Living Programs two objectives:

- Increasing access to community recreation facilities
- Increasing access to non-motorized transportation (walking and biking)

This \$25,000 grant advances goals outlined in the recently adopted Inver Grove Heights Comprehensive Park Plan & Development Guide, which calls for providing better signage of the community's sidewalk and trail system. The plan states the City should continue to make every effort to provide off-road trails as outlined in the trail master plan and to capitalize upon the many sources of grants and aid at the local, state and federal level. It is a policy under the Parks Goals section of the plan:

- That a consistent signing policy shall be developed for all park and recreation areas and buildings, etc., including directional and information signs.

The City of Inver Grove Heights Parks Division has been very proactive in inventorying and developing a data base and map for all park infrastructure. A park signage inventory was recently conducted by a summer intern; all park signs were described, photographed, located and GPS mapped, and given a condition rating. The following conclusions were made from this study:

- Destination way-finding signage is generally lacking throughout park system
- Park infrastructure signage lacks standardization
- The majority of existing park system signage is in poor condition

The Parks and Recreation Department also receives many complaints from residents and visitors about lack of way-finding signs in the park system.

Staff therefore recommends signing contract with Dakota County to construct/install way-finding signage utilizing \$25,000 grant secured from Dakota County with no cost to the city. Staff will bring back a request in the near future to approve of the purchase of way-finding signage once we have received quotes for the work.

**CONTRACT BETWEEN THE COUNTY OF DAKOTA  
AND CITY OF INVER GROVE HEIGHTS  
FOR ACTIVE LIVING SERVICES**

**CONTRACT PERIOD: 2/09/10-6/30/10**

This Contract is made and entered into between the County of Dakota, by and through the Public Health Department, hereinafter "County," and the City of Inver Grove Heights, 8168 Barbara Avenue, Inver Grove Heights, MN 55077, hereinafter "Contractor."

**WHEREAS**, the County requires Active Living Services; and

**WHEREAS**, Contractor desires to and is capable of providing the necessary services according to the terms and conditions stated herein; and

**WHEREAS**, the County Board by Resolution #10-079, authorized the County to enter into a Contract with Contractor for the provision of said services.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

**1. GENERAL PROVISIONS.**

- 1.1 Purpose. The purpose of this Contract is to define the rights and obligations of the parties with respect to Active Living Services.
- 1.2 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 1.3 Cooperation. The County and Contractor shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

**2. TERM.**

The term of this Contract shall be from 2/9/10 to and including 6/30/10, unless earlier terminated under the provisions herein or by law.

This Contract shall be in effect from the date of execution by all parties, or from the commencement of services hereunder, whichever is first, and shall continue in effect until all services to be provided by Contractor pursuant to this Contract are satisfactorily completed and final payment is made unless earlier terminated by law or according to the provisions herein.

**3. CONTRACTOR'S OBLIGATIONS.**

- 3.1 General Description. Contractor shall provide the following services generally described as: Active Living Service.
- 3.2 Conformance to Specifications. Services provided shall be in accordance with the criteria set out in Exhibit 3, "Services," and Exhibit 4, "Budget and Payment," which are attached and incorporated herein by reference.

4. **PAYMENT.**

4.1 Total Cost. The total amount to be paid by the County pursuant to this Contract shall not exceed:

\$25,000.

4.2 Payment Rate. The County shall pay for purchased services:

at the rate of \$\_\_\_\_\_ per \_\_\_\_\_.

as set out in the schedule attached as Exhibit 4.

4.3 Invoices.

Contractor shall submit an invoice and request for payment in accordance with Exhibit 4, "Budget and Payment."

Contractor shall, within \_\_\_\_\_, submit an invoice and request for payment on an invoice form acceptable to the County.

The invoice shall certify expenditures and itemize (as applicable) 1) the hours of services rendered listed by classification, 2) the date such services were provided, 3) a general description of the services provided, and 4) the dates of the performance period covered by the invoice.

4.4 Payment Procedure.

The County shall make payment to Contractor within thirty-five (35) days of the date on which the invoice is received and services are accepted by the County.

If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within thirty-five (35) days.

The County shall pay for purchased services in accordance with Exhibit 4, "Budget and Payment."

4.5 Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

4.6 Payment of Disputed Claims. The County may refuse to pay any claim which is not specifically authorized by this Contract. Payment of a claim shall not preclude the County from questioning the propriety of the claim. In the event that the County withholds payment for failure to provide services or failure to comply with any of the provisions of this Contract, then no interest penalty shall accrue against the County. If an audit is required by the County before an invoice is accepted for payment, then the standard payment period of thirty-five (35) days shall not commence until a completed audit is received by the County. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

4.7 Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the County shall pay Contractor for services provided in a satisfactory manner up to the effective date of termination, a sum based upon the actual time spent at the rates stated in paragraph 4.2.

**5. COMPLIANCE WITH LAWS/STANDARDS.**

- 5.1 **General.** Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are attached as Exhibit 1, "Standard Assurances." In addition to the Standard Assurances, the Contractor is required to meet additional contract requirements that exist in the Master Grant Contract between Dakota County and the Minnesota Department of Health. These requirements are outlined in Exhibit 5, "State Health Improvement Program (SHIP) Minnesota Department of Health (MDH) Master Contract Requirements."
- 5.2 **Licenses.** Contractor shall procure and maintain, at its own expense, all applicable licenses and certifications required for the provision of services contemplated by this Contract. Contractor shall provide copies of such licenses or certifications to the County upon request. Contractor shall inform the County of any changes in licenses or certifications within five (5) days of occurrence.
- 5.3 **Violations.** Any violation of such laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license or certification by Contractor shall constitute a material breach of this Contract, and shall entitle the County to terminate this Contract. The effective date of termination will be as stated in the written notice of the termination delivered to Contractor unless Contractor cures the violation prior to the termination date and provides the County with adequate proof that the violation has been cured.
- 5.4 **Federal Financial Participation.** In the event that there is a revision of Federal regulations which might make services provided under the terms of this Contract or any portion thereof ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new Federal regulations. Refusal to renegotiate within seven (7) days of a request to bring the Contract into compliance shall be cause for termination of this Contract as of the date when the Contract is out of compliance for federal financial participation.
- 5.5 **Revision of Laws.** In the event that there is a revision of Federal, State or local statutes, rules or other law, which makes performance of the Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the law. Refusal to renegotiate within seven (7) days of a request to bring the Contract into compliance shall be cause for termination of this Contract as of the date when the Contract is out of compliance.
- 5.6 **Minnesota Law to Govern.** This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.

**6. INDEPENDENT CONTRACTOR STATUS.**

Contractor is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between County and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

**7. INDEMNIFICATION.**

**Liable for Own Acts.** Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and

agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

**8. INSURANCE.**

8.1 General Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above Contractor shall, at Contractor's expense, procure and maintain policies of insurance covering the term of this Contract, as set forth in Exhibit 2, "Insurance Terms."

8.2 Inability to Obtain Coverage. If Contractor is unable to obtain coverage as required or if coverage is not renewed or is cancelled during the term of this Contract, Contractor shall immediately make good faith efforts to obtain or replace the required insurance coverage through the open market. If such efforts are unsuccessful, Contractor shall immediately apply to the Minnesota Joint Underwriting Association and Marketing Assistance Plan (MJUA) for insurance coverage in the amount of the County's statutory limit on liability certifying that it has been unsuccessful in obtaining the required insurance coverage. If MJUA is unwilling or unable to issue insurance coverage in the type and amount required by this article the coverage which is obtained from MJUA pursuant to this paragraph shall be deemed adequate, unless specifically objected to by Dakota County.

**9. SUBCONTRACTING.**

Parties shall not enter into any subcontract for the performance of the services contemplated under this Contract nor assign any interest in the Contract without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.

Any agreement between the Contractor and any subcontractor shall obligate the subcontractor to comply with the general terms of this Contract.

If Contractor utilizes a subcontractor to perform any of its duties under this Contract, the Contractor must require the subcontractor to provide proof of insurance to the County prior to beginning work under this Contract in the coverage and amounts the same as set forth in the Insurance Terms exhibit. Contractor must also require the subcontractor to agree in writing to defend, hold harmless and indemnify the County from any and all liability arising out of the subcontractor's performance of its duties. When a subcontractor is utilized, the Contractor remains responsible for complying with all of the terms of this Contract.

Contractor agrees to pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10 (Minn. Stat. § 471.425).

**10. DEFAULT.**

10.1 Force Majeure. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

10.2 Inability to Perform. Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. Contractor shall immediately notify

the County in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of services. Upon such notification, the County and Contractor shall determine whether such inability requires a modification or cancellation of this Contract.

- 10.3 Changes in Policies or Staff. The County reserves the right to terminate this Contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Contractor's policies or staff.
- 10.4 Default by Contractor. Unless cured or excused by the Force Majeure provisions in paragraph 10.1 or County default, each of the following shall constitute default on the part of the Contractor:
- A) The written admission by the Contractor that it is bankrupt; the filing by Contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed within ninety (90) days. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.
  - B) The making of any arrangement with or for the benefit of Contractor's creditors involving an assignment to a trustee, receiver or similar fiduciary. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.
  - C) Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract.
  - D) The Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority.
  - E) Failure to perform any other material provision of this Contract.
- 10.5 Default by County. Unless cured or excused by the Force Majeure provisions in paragraph 10.1 or Contractor default, each of the following shall constitute default on the part of the County:
- A) The persistent or repeated failure or refusal by the County to pay or prevent payment of any uncontested amount to the Contractor within thirty-five (35) days of the date of the billing statement.
  - B) Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract.
  - C) Failure to perform any other material provision of this Contract.
- 10.6 Written Notice of Default. Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and cure period.
- 10.7 Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be specified under the terms of this Contract, then the whole or any part of this Contract may be terminated by written Notice of Termination.
- 10.8 Withholding of Payment. Notwithstanding any other provision of this Contract the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused or cured, or the Contract is terminated.

**11. TERMINATION.**

11.1 With or Without Cause. This Contract may be terminated without cause by either party upon thirty (30) days written notice. Either party may terminate this Contract for cause by giving ten (10) days written notice of its intent to terminate to the other party unless the other party cures the default within the ten-day period, except for violations listed in paragraph 5.3, and in that case the termination shall occur on the date provided in the written Notice of Termination.

11.2 Termination by County – Lack of Funding. Notwithstanding any provision of this Contract to the contrary, the County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. Written Notice of Termination sent by the County to Contractor by facsimile is sufficient notice under the terms of this Contract. The County is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The County will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

11.3 Written Notice of Termination. Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail, postage pre-paid and addressed to the party authorized to receive notice as specified in paragraph 14.1, below.

11.4 Duties of Contractor upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, Contractor shall:

Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination;

Immediately notify all clients who are receiving services pursuant to this Contract;

Cancel all orders and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;

Complete performance of such terms as shall not have been cancelled by the Notice of Termination;

Return all County property in their possession within seven (7) days to the extent that it relates to the performance cancelled by the Notice of Termination;

Return any unspent funds to Dakota County; and

Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.

11.5 Duties of County upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the County:

Shall make within thirty (30) days final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.

Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.

11.6 Effect of Termination. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination. Nor shall termination discharge any obligation which

by its nature would survive after the date of termination, including by way of illustration only and not limitation, Standard Assurances attached hereto.

**12. CONTRACT RIGHTS/REMEDIES.**

12.1 Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

12.2 Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the County and Contractor.

**13. DAMAGES.**

13.1 Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

Damages for Breach/Set-Off. Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by Contractor the County may withhold final payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined.

**14. REPRESENTATIVE.**

14.1 Authorized Representative.

The following named persons are designated the authorized representatives of the parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the County, the authorized representative shall have only the authority specifically or generally granted by the County Board. Notice is deemed effective upon deposit of written notice in the United States mail, postage prepaid and addressed to the party authorized to receive notice as specified below. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract:

**To COUNTY:**

Name: David A. Rooney  
Title: Community Services Director  
Address:  
Dakota County Community Services  
1 Mendota Rd W, Ste 500  
West St. Paul, MN 55118-4773

Phone Number: 651-554-5742

**To CONTRACTOR:**

Name: George Tourville  
Title: Mayor  
Address:  
City of Inver Grove Heights  
8168 Barbara Ave.  
Inver Grove Heights, MN 55077

Phone Number: 651-450-2581

In addition, notification to the County regarding breach or termination shall be provided to the office of the County Attorney, 1560 Highway 55, Hastings, MN 55033.

14.2 Liaison.

To assist the parties in the day-to-day performance of this Contract and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by Contractor and the County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. In addition, the Contractor shall inform the County of any changes to Contractor's address, phone number(s), e-mail address(es), and any other contact changes. At the time of execution of this Contract the following persons are the designated liaisons:

County Liaison: Therese J. Branby

Phone number: 651-653-3601

Contractor Liaison: Mark Borgwardt

Phone number: 651-450-2581

15. **CONFLICT OF INTEREST.**

Contractor agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

16. **MODIFICATIONS.**

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representatives of the County and Contractor.

17. **SEVERABILITY.**

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

18. **CONFIDENTIALITY.**

Contractor acknowledges that certain private or Confidential Information may be transmitted to Contractor by the County in connection with Contractor's performance of this Contract. For all the purposes hereof, the term "Confidential Information" means all information or material proprietary to the County or designated as private or confidential by the County to which Contractor may obtain knowledge or access through or as a result of Contractor's relationship with the County (including information conceived, originated, discovered or developed in whole or in part by Contractor). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): computer programs, compilations, data, documentation, and all other information of the County over which the County asserts copyright or intellectual proprietary rights, or which is classified as *not public data* by the Minnesota Data Practices Act. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose to any third party in any way whatsoever any Confidential Information. Contractor shall receive, maintain, and use the Confidential Information with the strictest confidence; shall use its best efforts to keep the Confidential Information strictly confidential and to prevent inadvertent disclosure thereof; and shall treat the Confidential Information in at least as confidential a manner as Contractor treats its own confidential information; Contractor agrees to implement such procedures as are necessary to assure protection of Confidential Information.

**19. OWNERSHIP OF WORK PRODUCT.**

Ownership of all drawings, reports, and other work products prepared or produced in performance of this Contract shall be transmitted to the County upon completion or termination of the Contract and final payment to the Contractor. Contractor agrees that all right, title, and interest in all copyrightable material which Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Contract, are the property of Dakota County and are by this Contract assigned to Dakota County along with ownership of any and all copyrights in the copyrightable material. The County has unlimited rights to use, duplicate and make derivative works of such work product and materials, with no obligation for an accounting to Contractor.

**20. MERGER.**

20.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

20.2 Exhibits 1 through and including 5 are attached and incorporated herein by reference.

Exhibit 1 – Standard Assurances

Exhibit 2 – Insurance Terms

Exhibit 3 – Services

Exhibit 4 – Budget and Payment

Exhibit 5 – State Health Improvement Program (SHIP) Minnesota Department of Health (MDH) Master Contract Requirements

By signing this Contract, the Contractor certifies that none of its owners, directors, officers or principals is closely related to any County employee who has or may appear to have any control over the award, management or evaluation of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the date(s) indicated below.

Approved by Dakota County Board  
Resolution No. 10-079

**COUNTY OF DAKOTA**

By \_\_\_\_\_

Title Community Services Director

Date of Signature \_\_\_\_\_

**CONTRACTOR**

**(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Contractor).**

By \_\_\_\_\_

\_\_\_\_\_  
(Please print name.)

Title \_\_\_\_\_

Date of Signature \_\_\_\_\_

## EXHIBIT 1

### STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The remedies in section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996.** The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) which are applicable to the Contractor's duties under this Contract. In performing its obligations under this Contract, Contractor agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law.

4. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

5. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

6. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 148A, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

7. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

8. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals\* And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal

or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manger; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>.

K/Exh SA3 - Standard-CS

**INSURANCE TERMS**

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

## APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

If Commercial General Liability insurance can only be provided on a claims-made basis, the Contractor agrees to maintain such insurance for at least one (1) year from Contract termination. The retroactive date for the claims made policy must be prior to the start of the contract term.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

Such policy(ies) shall name the Minnesota Department of Human Services, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Self Insurance. Dakota County recognizes that the contractor is self insured for general liability, professional liability or automobile liability and maintains excess coverage in order to meet the requirements set for the in this section of the contract. The contractor agrees to provide Dakota County with financial information to assist the County in determining the ability of the contractor to cover self insured losses.

6. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

7. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least

ten (10) days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least thirty (30)-day's notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

8. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A-VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have fifteen (15) business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such fifteen (15) day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

9. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

10. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

11. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Insure CS (Rev. 9/4/07)

### **Exhibit 3 Services**

#### **Goal:**

To Provide standardized, highly visible, and professionally designed and constructed **destination way-finding signs** to direct residents and visitors to available park system infrastructure and amenities, and other community locations to improve health and physical fitness of park users.

#### **Objective:**

To increase awareness of the variety of Parks and Recreation facility opportunities, and the resultant health benefits of using them, among Inver Grove Heights residents and visitors. Way-finding, directional and information kiosk signage, will all contribute to more residents and visitors using non-motorized transportation and community recreation facilities.

**Action Plan and Timeline** to develop Way finding signage for destination navigation in Inver Grove Heights:

1. Meet with Inver Grove Heights staff including the Recreation Superintendent, GIS Technician and Parks and Recreation Director to discuss project goals, responsibilities, timeline and desired outcomes. Get approval from the Parks and Recreation Advisory Commission and City Council.  
**Time frame: January/February**
2. Staff will meet with Carol Kriegler of Vacker Inc., a firm that specializes in the development of Comprehensive Park & Trail systems signage. The goals are to identify way-finding needs, establish priorities, and to develop conceptual plans and solutions including sign messages, graphic standards, sign panel materials, mounting / fastening systems and to identify associated costs.  
**Time frame: March**
3. Inver Grove Heights staff including Recreation and Superintendent and GIS Technician, will compile technical data related to map development including sign panel locations, destinations, facilities, and associated coordinates. Carol Kriegler of Vacker, Inc., then proceeds with design development, including sign designs and file preparation. Sign quantities are determined and installation locations are prioritized within budget limitations. Approval given for sign panel and mounting systems for fabrication.  
**Time frame: April/May**
4. Installation of way-finding signage for destination navigation by Inver Grove Heights Parks Division staff.  
**Time frame: June**

#### **Evaluation methods:**

1. Develop an inventory of new signage as it is installed including photographs, GPS location, description and condition to develop new park way-finding signage data base.
2. Develop a questionnaire on the effectiveness of new park way-finding signage and distribute it through the city web site and other Parks and Recreation community publications.
3. Include questions about new destination way-finding signage on the city survey related to the effectiveness of city services.
4. Log comment and complaint telephone calls from residents on new-way finding signage.

NOTE: This service description is based on the grant application submitted by the City of Inver Grove Heights. A copy of this document is on file with the contract.

**Exhibit 4  
Budget and Payment**

Category	Description	Amount
<b>Materials and Supplies</b>	Design, layout and file preparation services related to the development and fabrication of way-finding sign panels fabricated with vandal resistant materials (High pressure laminate, the park industry standard, or other appropriate sign panel type)	\$14,000
	Design and fabrication of mounting systems / sign posts / fasteners	\$11,000
<b>Misc./Other</b>	Additional budget breakdown information: <ul style="list-style-type: none"> <li>• \$14,000 for sign panels (includes \$11,500 for sign panels, approximately 250 square feet of sign panel, and \$2,500 for panel design and layout.)</li> <li>• \$11,000 for mounting systems and hardware (includes \$8,000 for National Park Service style upright exhibit bases and \$3,000 for sign posts and fasteners.)</li> </ul>	
<b>GRAND TOTAL</b>		<b>\$25,000</b>

Payment: Use the invoice form on the next page of this Exhibit to make claims based on the budget as presented.

**Invoice for Improving Environments for Active Living in Dakota County**

**Date:** \_\_\_\_\_ **Dates covered by invoice: from:** \_\_\_\_\_ **to** \_\_\_\_\_.

**City:** \_\_\_\_\_ **City Contact:** \_\_\_\_\_

**Telephone and Email:** \_\_\_\_\_

**Make check payable to:** \_\_\_\_\_

**Send check to (address):** \_\_\_\_\_

<i>Expenses</i>	<i>Unit Amount</i>	<i>Amount Total</i>
<b>Category:</b>	<b><u>Unit Amount</u></b>	<b><u>Total</u></b>
<b>Materials &amp; Supplies:</b>		
<b>Contractual Services:</b>		
<b>Printing, Postage &amp; Publications:</b>		
<b>Training:</b>		
<b>Misc./Other: (name, dates, times, activities):</b>		
<b>Total:</b>		

**Please keep your receipts. Return this form to:**

Kris Jensen, Dakota County Public Health Dept., One Mendota Rd. W., #410, West St. Paul, MN 55118

[kris.jensen@co.dakota.mn.us](mailto:kris.jensen@co.dakota.mn.us)

**Fax:** (651) 554-6130

**Phone:** (651) 554-6140

## Exhibit 5

### State Health Improvement Program (SHIP) Minnesota Department of Health (MDH) Master Contract Requirements

Dakota County has entered into a Master Contract Agreement with the Minnesota Department of Health (MDH) as required to receive grant funds. All providers who contract with Dakota County to deliver services paid for using grant funds are also required to adhere to the following requirements as outlined in the Master Contract:

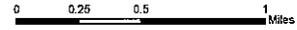
- A. Publicity Any publicity given to the program, publications, or services provided resulting from this grant contract, including but not limited to, notices, informational pamphlets, press releases, research, signs and similar public notices prepared by the Contractor or its employees individually or jointly with others, shall identify the State as the sponsoring agency and shall not be released, unless such release is approved in advance by Dakota County in conversation with the State.
- B. Endorsement The Contractor must not claim that the State of Minnesota or the County of Dakota endorses its products or services.
- C. Audits Contractors that expend \$500,000 or more in federal assistance annually shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
- D. Drug Free Workplace Contractor agrees to comply with the Drug Free Workplace Act of 1988, as implemented at 34 CFR 85, Subpart F.
- E. Lobbying The Contractor agrees to comply with the provisions of United States Code, Title 31, Section 1352. The Contractor must not use any federal funds from the State to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement. If the Contractor uses any federal funds from the State, to conduct any of the aforementioned activities, the Contractor must complete and submit to the State the disclosure form specified by the State.
- F. Rights to Inventions – Experimental, Developmental or Research Work The Contractor agrees to comply with 37 CFR, Part 401, "Rights to Inventions Made by Nonprofit Organizations, Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.
- G. Clean Air Act The Contractor agrees to comply with all applicable standards, orders or regulations pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. No Smoking With respect to facilities over which Contractor has control, the Contractor shall prohibit smoking in any area of the hospital, health care clinic, doctor's office or other health care-related public facility, accept as allowed by Minnesota Statutes, 144.414, subdivision 3.
- I. No Conflict of Interest The Contractor hereby assures that no interest exists, directly or indirectly, which would conflict in any manner or degree with Contractor's performance of services required to be performed under this contract.
- J. No Obligation to Renew The County is under no obligation to renew this contract.

# MAP LEGEND

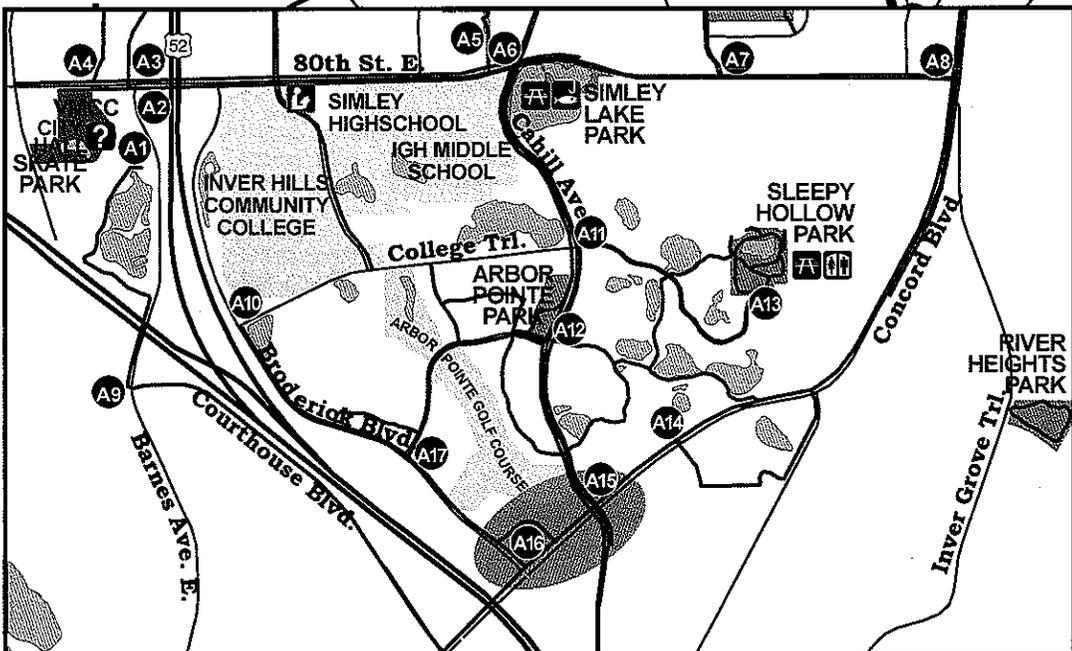
- Picnic Area
- Restrooms
- Fishing Pier
- Mountain Bike Trail
- Information
- Library
- Trails & Sidewalks
- Commercial/Retail Area
- City Parks
- Schools
- Historical Site



Inver Grove Heights  
City of Inver Grove Heights  
Parks & Recreation



DRAFT



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Phase II Environmental Contract for the Rock Island Swing Bridge Property and Property Located at 4301 – 63<sup>rd</sup> St E.**

Meeting Date: March 22, 2010  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation  
 Tom Link – Community Development  
 Mark Borgwardt - Parks

**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 hiring Braun Intertec in the amount of \$18,012.00 to perform a Phase II ESA of the 21.53 acre site associated with the Rock Island Swing Bridge Project and the 1.63 acre parcel located at 4301 – 63<sup>rd</sup> St E (McPhillip’s property). The recommended funding source is Park Dedication Fund for the Rock Island Swing Bridge piece (\$8,587.50) and the Doffing Ave Acquisition Program Fund for 4301 – 63<sup>rd</sup> St E (\$9,424.50).

**SUMMARY**

*Rock Island Swing Bridge Site*

The City of Inver Grove Heights has been pursuing the Rock Island Swing Bridge for the redevelopment of a 670’ recreational pier. Associated with the project is 21.53 acres of property the City now controls through a “Use Deed” from the Minnesota Department of Revenue.

Braun Intertec performed a Phase I environmental investigation on behalf of the City in October 2009.

*Doffing Neighborhood Acquisitions*

The City of Inver Grove Heights has been pursuing the acquisitions of property along Doffing Ave to be included as a part of Heritage Village Park. The costs of Doffing Avenue environmental investigations are borne by the City, per Council policy. The costs of subsequent environmental remediation are the responsibility of the property owners. The environmental investigations are funded from the City’s Doffing Avenue account, which has an adequate balance for the McPhillips environmental investigation and subsequent acquisition.

Braun Intertec performed a Phase I environmental investigation on behalf of the City in October 2004 for a large area of Doffing Ave properties.

	<b>Braun Intertec</b>	<b>AET Inc.</b>
<b>Rock Island Swing Bridge Site</b>	\$8,587.50	\$8,222.00
<b>McPhillip’s Property Site</b>	\$9,424.50	\$10,846.75
<b>Total</b>	<b>\$18,012.00</b>	<b>\$19,068.75</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of Portable Toilet Agreement for 2010 - 2013

Meeting Date: March 22, 2010  
 Item Type: Consent Agenda  
 Contact: Mark Borgwardt  
 Prepared by: Mark Borgwardt  
 Reviewed by: Eric Carlson

**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**

Award three year portable toilet bid to Nature Calls for a monthly rate of \$34.00. This expense is included in the annual Parks Division budget.

**SUMMARY**

Portable toilet quote requests were mailed to eight vendors for provision/servicing of facilities from April 1, 2010 through March 31, 2013, a three-year agreement. A total of six vendors bid on providing services. The low bid was received from Nature Calls for a monthly rate of \$34.00. Recommend awarding portable toilet bid to Nature Calls through March 31, 2013. All bids include Damage Waiver protecting the city from any liability for damaged or destroyed units including vandalism and arson. The bid tabulation is provided below:

Nature Calls	\$34.00/month serviced weekly
Bixby	\$34.75/month serviced weekly
On-Site	\$45.00/month serviced weekly
Rent N Save	\$46.50/month serviced weekly
Schlomka's	\$66.00/month serviced weekly
Biffs	\$72.50/month serviced weekly

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: March 22, 2010  
 Item Type: Consent  
 Contact: Lt. Larry Stanger (651) 450-2528  
 Prepared by: Lt. Larry Stanger  
 Investigative Commander  
 Reviewed by: Chief Charles Kleckner  
 Chief of Police

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

**PURPOSE/ACTION REQUESTED:**

Consider request to enter into a Multi-Agency Law Enforcement Agreement, with the City of St. Paul, for the participation in the Internet Crimes against Children Program.

**SUMMARY:**

The Internet Crimes against Children Program (ICAC) is a national network of fifty-nine coordinated local task forces and their 1,800 local and regional affiliated agencies engaged in both proactive and reactive investigations, forensic examinations, effective prosecutions and community education. The ICAC Program was developed in response to the increasing number of children and teenagers using the Internet, the proliferation of child pornography, and the heightened online activity by predators searching for unsupervised contact with underage victims. By helping state and local law enforcement agencies develop effective and sustainable responses to online child victimization and child pornography, the ICAC program delivers national resources at the local level.

By partnering with the ICAC program they will provide federally funded training, computers and software for our officers to help in the forensic analysis of seized computers. In exchange, we will agree to handle cases in our area and educate parents and youth of our community about the potential dangers online and offering safety tools for them to utilize.

## Minnesota Internet Crimes Against Children Task Force

### **Multi-Agency Law Enforcement Agreement**

This Multi-Agency Law Enforcement Agreement, and amendments and supplements thereto, (hereinafter "Agreement") is between the City of Saint Paul, acting through its Police Department (Grantee) and the City of Inver Grove Heights, acting through its Police Department (hereinafter "Undersigned Law Enforcement Agency") both which are empowered to enter into joint powers agreements pursuant to Minn. Stat. § 471.59, Subd. 10 & 12, and is further empowered to enter into this Agreement by Minn. Stat. § 626.76; and

**Whereas**, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

**Whereas**, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

**Whereas**, the Grantee is the recipient of a federal grant (attached to this Agreement as Exhibit A) disbursed by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations; and

**Whereas**, the OJJDP Internet Crimes Against Children ("ICAC") Grant Manager has been established representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients.

**Now Therefore**, the parties agree as follows:

The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Memorandum of Understanding with the purpose of implementing a three-pronged approach to combat Internet Crimes Against Children: **prevention, education and enforcement**; and

1. The Undersigned Law Enforcement Agency shall adhere to the OJJDP ICAC Task Force Program Standards (attached to this Agreement as Exhibit B), in addition to state federal laws, when conducting undercover operations relative to ICAC; and

2. All officers contributed by the Undersigned Law Enforcement Agency to the Minnesota ICAC Task Force shall be licensed peace officers or found by the Minnesota Board of Peace Officer Standards and Training to have comparable qualifications; and
3. When a contributed officer of the Undersigned Law Enforcement Agency acts on the behalf of the Minnesota ICAC task Force within the scope of this Agreement, the officer's actions are within the officer's line of duty and course of employment to the same extent as if the officer had acted on behalf of the officer's employing Agency; and
4. Each party of this agreement shall save and protect, hold harmless, indemnify and defend each other, their officers and employees, against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses, including all reasonable attorney's fees, arising from, or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of the other party, its employees or agents, in the performance of this Agreement; and
5. All members of the Undersigned Law Enforcement Agency shall continue to be employed by the same Law Enforcement Agency employer which they were employed before joining the Minnesota ICAC Task Force and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer fringe benefits; and
6. The Undersigned Law Enforcement Agency shall submit all requests for undercover ICAC related operations in writing to the Commander of the Minnesota ICAC Task Force for presentation to the OJJDP ICAC Task Force Board of Directors; and
7. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
8. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests; and
9. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander or his designee for statistical reporting purposes; and

10. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP; and
11. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources amongst the multiple entities; and
12. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets and victims, to the ICAC data system pursuant to the OJJDP guidelines; and
13. The Undersigned Law Enforcement Agency shall provide the Minnesota ICAC Task Force Commander in a timely manner all investigative equipment acquired through grant funding as a result of this Agreement in the event that: future federal funding is no longer available, the Agency decides to dissolve its binding relationship with the Minnesota ICAC Task Force and the Saint Paul Police Department, or the Agency breaches the Agreement.

**Terms of this agreement:**

This agreement shall be effective upon signatures. Nothing in this agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Agency.

\_\_\_\_\_  
John M. Harrington, Chief of Police  
Saint Paul Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant St. Paul City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Office of Financial Services

\_\_\_\_\_  
Date

By and Title  
Agency

Agency certifies that the appropriate person(s)  
have executed the Agreement on behalf of the  
Agency and its jurisdictional government entity  
as required by applicable articles, laws,  
by-laws, resolutions, or ordinances.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles N. Kleckner, Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

**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  
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ANN C. O'REILLY  
◊\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
DAVID B. GATES  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
1924-2009

**MEMO**

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

---

**TO: Mayor and City Council**  
**FROM: Timothy J. Kuntz and Darcy M. Erickson**  
**DATE: March 16, 2010**  
**RE: Consent Agreement For Sublease – Nextel/Sprint Monopole**  
**Our File No. 81000.09000**

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In November 1999, Nextel entered into a Site Lease Agreement with the City for rental of a portion of the City's property located at 2015 75<sup>th</sup> Street N.E. The property is legally described as Lot 1, Block 1, Water Treatment Addition, Dakota County, Minnesota. This is the water treatment plant site. At that time, Nextel constructed a monopole and a 10 foot by 20 foot structure to house its equipment. Since executing the Site Lease Agreement, Nextel has merged with Sprint. The Nextel monopole lease may run through 2019, unless terminated earlier.

Clear Wireless, which is substantially owned by Sprint and is an affiliate of Sprint, desires to locate antenna and equipment on the Nextel/Sprint monopole. Clear Wireless requires no additional ground space, as it can house its equipment in the existing Nextel/Sprint building already on the site. Moreover, it can "piggyback" its cable onto the existing Nextel/Sprint cables.

In conjunction with Clear Wireless' request, our office has reviewed the existing site lease between the City and Nextel, to determine what is required to accommodate Clear Wireless. The Site Lease Agreement does not expressly address situations such as this where a co-locating tenant requires no additional ground space. At the time the Site Lease Agreement was drafted, the parties anticipated that any future tenants who co-located to the site would need additional ground space and would thus execute a separate ground lease with the City. Due to unforeseen technological advances, Clear Wireless has the capability of housing its equipment in the existing building and utilizing the same wire/cable runs that Nextel/Sprint currently uses.

Given these circumstances, our office recommends that the City provide Clear Wireless written consent to co-locate on the existing Nextel/Sprint monopole and house its equipment in the existing building.

The terms of the Consent may be summarized as follows:

- Clear Wireless will install and operated its equipment within the existing Nextel/Sprint Lease Area
- Clear Wireless will pay the City monthly rent in 2010 of \$200 in addition to the rent Nextel/Sprint pays the City (currently, this is \$15,637/year)
- Clear Wireless' will automatically rent will increase 5% each year
- Should Clear Wireless require additional ground space, it must enter into a separate ground lease with the City, with the rent for that additional ground space to be negotiated at that time
- The City may terminate the Consent Agreement if Clear Wireless fails to pay rent within 30 days of written notice that Rent was not received by the City and remove its equipment within 30 days of the notice
- In the event Clear Wireless fails to remove its equipment, the City may do so and bill Clear Wireless for the expense.

The term of the Consent Agreement tracks the existing Nextel/Sprint monopole lease.

## CONSENT AGREEMENT FOR SUBLEASE

**THIS CONSENT AGREEMENT FOR SUBLEASE** (“Consent Agreement”) is made and entered into by and between City of Inver Grove Heights (“City”), whose address is 8150 Barbara Avenue, Inver Grove Heights, MN 55077 and Clear Wireless, LLC, a Nevada limited liability company (“Clearwire”), whose address is 4400 Carillon Point, Kirkland, WA 98033

### **WITNESSETH:**

- A. City and Sprint Nextel Corporation as the successor to the merger of Nextel West Corporation, a Delaware corporation (“Sprint”), have entered into that certain Monopole Site Lease Agreement (“Monopole Lease”) dated November 22, 1999. In the Monopole Lease, City is Landlord and Sprint is Tenant.
- B. Clearwire desires to sublease a portion of Sprint’s exclusive Lease Area from Sprint (the “Lease Area”) to install its equipment and will be entering into a separate sublease with Sprint.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All capitalized terms, not otherwise separately defined herein, shall have the meanings ascribed to them in the Monopole Lease.
2. The effective date (“Effective Date”) of this Consent Agreement shall be the date that the City and Clearwire have both executed this Consent Agreement and shall continue until Sprint terminates the Monopole Lease or Clearwire terminates the Consent Agreement pursuant to Paragraph 6, whichever occurs first.
3. As of the Effective Date, Owner hereby consents to Clearwire installing and operating its equipment, as depicted and described in the attached Exhibit A (“Clearwire’s Antenna Facilities”) within the Lease Area.
4. In the event that Clearwire requires any ground space other than that identified in the Monopole Lease as the exclusive Sprint Lease Area, Clearwire must enter a separate

ground lease with the City, with rent for the additional ground space to be negotiated at that time.

5. As consideration for the City's execution of this Consent Agreement, Clearwire shall pay to City rent ("Rent") as set forth in Exhibit B. The Rent shall be in addition to the rent received from Sprint under the Monopole Lease. Rent shall commence on the first day of the first month following the installation of Clearwire's Antenna Facilities. Clearwire shall make monthly Rent payments to City on the first of each month. Said monthly Rent shall be calculated by dividing the annual Rent (as shown in Exhibit B) by twelve (12). In the event Clearwire terminates this Consent Agreement pursuant to Paragraph 6 or Sprint terminates the Monopole Lease, then Clearwire's obligation to pay Rent ceases.
6. Clearwire may terminate this Consent Agreement and its obligation to pay Rent by providing the City with thirty (30) days written notice via certified mail, return receipt requested or by a nationally recognized overnight courier addressed as follows:

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

7. In the event Clearwire fails to pay Rent within thirty (30) days following Clearwire's receipt of written notice that such Rent was not received, the City may revoke its consent by providing written notice to Clearwire. The City shall send written notice of the revocation of its consent via certified mail, return receipt requested or by a nationally recognized overnight courier addressed as follows:

Clear Wireless, LLC Attn: Site Leasing 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900 Email: Siteleasing@clearwire.com	Clear Wireless, LLC Attention: Legal Department 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900
--	---

In such case, Clearwire must remove the Clearwire Antenna Facilities within thirty (30) days of the notice of revocation of the consent or the City may do the same upon Clearwire's failure to do so and bill Clearwire for the expense. Nothing contained herein

limits the City for exercising any other available remedies, and its remedies are cumulative and non-exclusive.

8. Sprint's Continuing Obligations. This Consent Agreement does not release or discharge Sprint from any of the obligations to be performed under the Monopole Lease, while American Tower will continue to operate and manage the tower. The Monopole Lease continues to be in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Consent Agreement as of the day and year first above written.

**CITY OF INVER GROVE HEIGHTS**

**CLEAR WIRELESS, LLC**

By: \_\_\_\_\_  
George Tourville  
Title: Mayor

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Melissa Rheaume  
Title: Deputy City Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Exhibit A

Exhibit B

Rent Calculations

<u>Calendar Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Second Renewal Term of Monopole Lease:		
2010	\$ 2,400.00	\$ 200.00
2011	\$ 2,496.00	\$ 208.00
2012	\$ 2,595.84	\$ 216.32
2013	\$ 2,699.67	\$ 224.97
2014	\$ 2,807.66	\$ 233.97
Third Renewal Term of Monopole Lease, If Renewed by Sprint:		
2015	\$ 2,919.97	\$ 243.33
2016	\$ 3,036.77	\$ 253.06
2017	\$ 3,158.24	\$ 263.19
2018	\$ 3,284.57	\$ 273.71
2019	\$ 3,415.95	\$ 284.66

The rent increase shall occur automatically without notice.

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

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

**RESOLUTION APPROVING THE CONSENT AGREEMENT FOR SUBLEASE  
BETWEEN THE CITY AND CLEAR WIRELESS, LLC PROVIDING FOR ANTENNAS  
AND RELATED EQUIPMENT AND FACILITIES ON THE NEXTEL/SPRINT  
MONOPOLE**

**WHEREAS**, the City owns property (the "Property") located at 2015 75<sup>th</sup> Street Northeast;  
and

**WHEREAS**, the City has leased a portion of the Property (the "Lease Area") to  
Nextel/Sprint pursuant to a Monopole Site Lease Agreement, which permits Nextel/Sprint to  
construct and operate a monopole for cellular communications and facilities;

**WHEREAS**, the City has received a request from Clear Wireless, LLC ("Clear Wireless")  
to sublease a portion of the Nextel/Sprint Lease Area to install antennas and related equipment for  
communication purposes; and

**WHEREAS**, Clear Wireless is an affiliate of Nextel/Sprint and requires no additional  
ground space for its operations; and

**WHEREAS**, the proposed Consent Agreement for Sublease provides for a lease term that is  
identical to that of Nextel/Sprint and requires Clear Wireless to pay monthly rent to the City.

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

- 1) That the Mayor and Deputy City Clerk are authorized to execute the proposed Consent Agreement for Sublease on behalf of the City.
- 2) That the Director of Public Works shall administer the Consent Agreement for Sublease.

Passed this \_\_\_\_\_ day of March, 2010.

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

Attest:

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

---

**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  
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DARCY M. ERICKSON  
DAVID S. KENDALL  
JEROME M. PORTER  
BRIDGET McCAULEY NASON  
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HAROLD LEVANDER  
1910-1992  
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ARTHUR GILLEN  
1919-2005  
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\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

**MEMO**

---

**TO: Mayor and City Councilmembers**  
**FROM: Timothy J. Kuntz**  
**DATE: March 16, 2010**  
**RE: Lease Agreement between the City and Clear Wireless, LLC**  
**Our File No. 81000.09000**

---

**Section 1. Background.** Clear Wireless, LLC has approached the City and has asked to lease antenna space on the City water tower on Highway 494. Attached for the City Council's review is the proposed lease with Clear Wireless.

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

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

1. The Property that the City owns located at 1770 50<sup>th</sup> Street
2. Upon execution of the lease, Clear Wireless will pay the City \$1,900 per month as rent until the end of 2010. Commencing January 1, 2011, the annual rent shall be \$23,940 and shall be increased each year thereafter on January 1 by 5% of the previous year's annual rent as set forth on Exhibit C to the Lease. Rent shall be paid on the 1<sup>st</sup> day of each month.
3. The initial five (5) year term ("Initial Term") of the Lease commence on January 1, 2011 and end on December 31, 2015. Subject to the terms and conditions of the Lease, Clear Wireless shall have the right to extend the Lease for three (3) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term. Rent automatically increases 5% each year.

4. Clear Wireless' use shall only be for the purpose of operation and maintenance of facilities for the transmission and reception of communication signals and for the storage of related equipment as set forth within Sections 1 and 5 of the Lease.
5. The grounds for termination of the Lease are provided in Section 11. Unless otherwise specified, the Lease may be terminated on sixty (60) days notice by
  - (a) by either party upon for default without cure within 60 days of the default;
  - (b) by Clear Wireless if it cannot obtain or maintain governmental approval for its operation;
  - (c) by Clear Wireless if the site is no longer technologically feasible for the Clear Wireless;
  - (d) by the City if it decides to redeveloped the leased premises in a manner inconsistent with Clear Wireless' use of the leased premises or it decides to discontinue use of the water tower;
  - (e) by the City if it determines the water tower is structurally unsound, the water tower or other portions of the leased premises are damaged or destroyed;
  - (f) By the City if a user with higher priority cannot find another adequate location or Clear Wireless' antennas unreasonably interfere with the communication signals of a user with higher priority set forth in Section 5(a);
  - (g) By the City if Clear Wireless fails to comply with local, state or federal law or any conditions of approval for its operations;

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

Timothy J. Kuntz

TJK:dme

**WATER TOWER SITE LEASE AGREEMENT**

**Between**

**City of Inver Grove Heights**

**and**

Clear Wireless, LLC, a Nevada limited liability company (“Clearwire”)

**Date:** \_\_\_\_\_, 2010

## TABLE OF CONTENTS

1.	Leased Premises .....	1
2.	Rent .....	1
	(a) Amount, Adjustments.....	1
	(b) Time of Payment, Taxes.....	1
	(c) Balance of 2010.....	1
3.	Governmental Approval Contingency .....	1
	(a) Tenant Application.....	1
	(b) Interference Study .....	2
	(c) Non-approval .....	2
4.	Term and Renewals ... ..	2
5.	Tenant's Use.....	2
	(a) User Priority .. ..	2
	(b) Purposes .....	3
	(c) Construction .. ..	3
	(d) Operation.....	3
	(e) Maintenance, Improvement Expenses.....	3
	(f) Replacements .....	3
	(g) Drawings .....	4
	(h) No Interference.....	4
	(i) Access.....	4
	(j) Payment of Utilities.....	4
	(k) Structure Painting.....	4
6.	Emergency Facilities .....	5
7.	Additional Buildings .....	5
8.	Defense and Indemnification .....	5
	(a) General .....	5
	(b) Hazardous Materials.....	5
	(c) Tenant's Warranty.....	5
9.	Insurance .....	6
	(a) Workmen's Compensation....	6
	(b) General Liability .....	6
	(c) Automobile Liability .....	6
	(d) Tenant Property Insurance ....	6
	(e) Hazardous Materials Coverage .....	6
	(f) Additional Insured - Certificate .....	6
	(g) Waiver of Claims .....	7
10.	Damage or Destruction.....	7
11.	Lease Termination.....	7
	(a) Events of Termination.....	7
	(b) Notice of Termination .....	8
	(c) Site Restoration .....	8
12.	Limitation of Landlord's Liability ....	8
13.	Temporary Interruptions of Service ..	8
14.	Tenant Interference ... ..	8
	(a) With Structure .....	8
	(b) With Higher Priority Users ...	8
	(c) Interference Study – New Occupants.....	9

	(d) Interference - New Occupants.....	9
15.	Assignment.....	9
16.	Condemnation.....	9
17.	Disputes.....	10
18.	Enforcement and Attorneys' Fees.....	10
19.	Notices.....	10
20.	Authority.....	10
21.	Binding Effect.....	10
22.	Complete Lease: Amendments.....	11
23.	Governing Law.....	11
24.	Severability.....	11
25.	Representation and Warranties.....	11
26.	Counterparts.....	11
27.	Quiet Enjoyment.....	11
28.	Waiver of Landlord's Liens.....	11

EXHIBIT A - Description of Leased Premises and Non-Exclusive Access Drive

EXHIBIT B Approved Plans for Antenna Facilities

EXHIBIT C Rent Calculations

## SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") made this \_\_\_\_ day of \_\_\_\_\_, 2010, between City of Inver Grove Heights ("Landlord"), and Clear Wireless, LLC, a Nevada limited liability company ("Clearwire") ("Tenant").

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

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, located at 1770 – 50<sup>th</sup> Street, City of Inver Grove Heights, County of Dakota, State of Minnesota, described in Exhibit A within the base of the Inver Grove Heights Water Tower, together with non-exclusive access rights to and from 50<sup>th</sup> Street East along the 20 foot-wide access drive to and from the Inver Grove Heights Water Tower as shown in Exhibit A, subject to any and all existing tenant rights and easements, and a portion of the Inver Grove Heights Water Tower or other structures ("Structure"), as more particularly shown in Exhibit B attached hereto, on which directional antennas, connecting cables, appurtenances and service utilities will be attached and located, the exact location of each to be reasonably approved by Landlord ("Leased Premises").

2. Rent.

(a) Amount, Adjustments. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of \$ 23,940.00 (Twenty Three Thousand Nine Hundred Forty Dollars) for the initial year, beginning on January 1, 2011, and ending on December 31, 2011. Said annual rent shall be increased automatically and without notice on January 1, 2012, and each year thereafter on January 1 by five percent (5%) of the previous year's annual rent, as shown in Exhibit C, attached hereto and incorporated herein.

(b) Time of Payment, Taxes. Tenant shall make monthly rent payments to the Landlord. Said monthly rent shall be calculated by dividing the annual rent (as shown in Exhibit C) by twelve (12). The monthly rent shall be paid before the first of each month. For the first month, the rent shall be pro-rated and shall be paid to Landlord in full at the time this Lease is executed. If the Tenant does not meet the requirements referenced in Subparagraph 3(a) below by January 1, 2011, and Tenant has diligently pursued such requirements, Landlord shall refund all rent payments, if any, made by Tenant during Calendar year 2010 and this Lease shall terminate. In addition to the monthly rent, Tenant agrees to timely pay its pro-rata share of any taxes or payment in lieu of taxes required resulting from its facilities being located on Landlord's property.

(c) Balance of 2010. Should this Lease be executed and commenced prior to January 1, 2011, the Tenant, as consideration, shall pay a lump sum of \$1,900.00 upon the execution of the Lease and an additional \$1,900.00 at the beginning of each and every month thereafter until December 31, 2010. The Lease Term and Renewals as stated in Paragraph 4 shall control despite a date of execution prior to January 1, 2011.

3. Governmental Approval Contingency.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be

required by any federal, state or local authority. This shall include the engineering study specified in Subparagraph 3(b) below on the Structure to be conducted at Tenant's expense. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals, and shall take no action, which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

(b) Interference Study. Before obtaining a building permit, the Tenant must pay for the reasonable cost of (i) a radio frequency interference study carried out by an independent and qualified professional selected by the Landlord showing that Tenant's intended use will not interfere with any existing communications facilities, and (ii) an engineering study showing that the Structure is able to support the Antenna Facilities, as defined in Subparagraph 5(b), without prejudice to the City's use of the Structure. If the study finds that there is a potential for interference that cannot be reasonable remedied or for prejudice to the Structure, either party may terminate this Lease immediately and Landlord shall refund the initial rental to Tenant.

(c) Non-approval. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issues to Tenant is cancelled, expired, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Lease Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for the rental payment if made pursuant to Subparagraph 2(b) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in accordance with Section 19, below. Except as required under Subparagraph 11(c) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

4. Term and Renewals. Pursuant to Subparagraph 2(c), the Tenant shall have the right to use the Leased Premises upon the execution of this Lease and the payment of the pertinent rent payments during the 2010 calendar year. However, the initial five (5) year term ("Initial Term") of this Lease shall commence on January 1, 2011, and end on December 31, 2015. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for three (3) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

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

5. Tenant's Use.

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

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

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

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

(c) Construction. Tenant may erect and operate an antenna array in accordance with its submitted application attached as Exhibit B. If Tenant seeks to increase the number of antennas, it must first pay for an evaluation carried out by a qualified professional, retained by Landlord demonstrating that (i) each additional antenna will not interfere with existing antennas or with proposed antennas with a higher priority, and (ii) any Structure can structurally support the additional antennas. The cost of each evaluation must be paid by the Tenant within 30 days after receiving written notice of the cost. Landlord must consent to installation of additional antennas, such consent will not be unreasonable withheld or delayed. If Landlord consents, the parties will negotiate the amount of additional rental for the antennas.

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

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

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

(g) Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Leased Premises.

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

(i) Access. Tenant, at all times during this Lease, shall have 24-hour, 7-day a week access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities, except that the interior of the Structure shall remain locked and secured by the Landlord. Tenant may gain access to the Leased Premises by telephonically contacting the Landlord's Public Works Department during regular business hours, or by telephonically contacting the Landlord's Public Works Department emergency personnel after regular business hours. Except in an emergency, Tenant shall have access to the Structure only with the telephonic approval of Landlord, and Landlord's approval thereof shall not be unreasonably withheld or delayed. Tenant shall telephonically request access to the Structure twenty-four (24) hours in advance, except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for its direct cost, including employees' wages, that Landlord may incur in providing such access to Tenant. The Landlord shall use its best efforts to expedite access to the interior of the Structure in the case of an emergency, but Landlord shall not be liable for any damages, claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, arising from delayed access to the interior of the Structure.

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

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

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

7. Additional Buildings. This provision shall apply to tenants that construct a building at 1770 – 50<sup>th</sup> Street for its Antenna Facilities. Tenant acknowledges that Landlord may permit additional buildings to be constructed at 1770 – 50<sup>th</sup> Street described in Exhibit A. At such time as this may occur, Tenant will permit said buildings to be placed immediately adjacent to Tenant’s building and will allow “attachments” to its building so as to give the appearance that all buildings are a connected facility. Said attachments will be made at no cost to Tenant and will not compromise the structural integrity of Tenant’s building.

8. Defense and Indemnification.

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

(b) Hazardous Materials. Without limiting the scope of Subparagraph 8(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorney’s fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant’s use of Hazardous Materials. For purposes of this Lease, “Hazardous Materials” shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord will be solely responsible for and will defend, indemnify and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys’ fees and costs, arising out of or in connection with the removal, cleanup, or restoration of Landlord’s property, located at 1770 – 50<sup>th</sup> Street, City of Inver Grove Heights, County of Dakota, State of Minnesota with respect to Hazardous Materials other than those introduced to Landlord’s property, located at 1770 – 50<sup>th</sup> Street, City of Inver Grove Heights, County of Dakota, State of Minnesota by Tenants.

(c) Tenant’s Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. Landlord acknowledges that Tenant has informed Landlord that Tenant will use and store a battery powered emergency electrical back-up system. The obligations of Paragraph 8 shall survive the expiration or other termination of this Lease.

9. Insurance.

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

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

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

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

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

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

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

(d) Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, shall cover loss of use, and shall comply with any ordinance or law requirements.

(e) Hazardous Materials Coverage. Tenant must carry sufficient coverage, to the reasonable satisfaction of Landlord, for damage caused by Hazardous Materials.

(f) Additional Insured – Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- (VIII) or better), licensed to do business in the state of Minnesota, which includes all coverage required in Paragraph 9. Tenant will list the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide the coverage may not be canceled, non-renewed, or materially changed without

thirty (30) days prior written notice to the Landlord. In the event that Tenant is self-insured, Tenant shall provide Landlord with a certificate showing compliance with the foregoing policy limits.

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

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

11. Lease Termination.

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

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

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

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

(iv) by Landlord, upon one hundred eighty (180) days written notice if its Council decides, for any reason, to discontinue use of the Structure for all purposes;

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

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

(vii) by Landlord if it determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder.

(b) Notice of Termination. The parties shall give notice of termination in accordance with Section 19, below. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

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

12. Limitation of Landlord's Liability. If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair, and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.

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

14. Tenant Interference.

(a) With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With High Priority Users. If Tenant's Antenna Facilities cause impermissible interference with higher priority users as set forth in Subparagraph 5(a) above, or with pre-existing tenants, Tenant and Landlord shall take all measures necessary to correct and eliminate the

interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated with 30 days after Tenant received Landlord's written notice, Landlord may, at its option, terminate this Lease immediately.

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

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

15. Assignment. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries or to any party that merges or consolidates with Tenant or its parent, or any party that purchases or otherwise acquires all or substantially all of Tenant's stock or assets. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity that provides financing for the purchase of the equipment to be installed at the Leased Premises.

16. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all

damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

17. Disputes. Any claim, controversy or dispute arising out of this Lease not resolved within thirty (30) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Leased Premises is located. Arbitration shall be the exclusive remedy of the parties.

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

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

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

If to Tenant, to:                         Clear Wireless, LLC  
Attn: Site Leasing  
4400 Carillon Point  
Kirkland, WA 98033  
Telephone: 425-216-7600  
Fax: 425-216-7900  
Email: [Siteleasing@clearwire.com](mailto:Siteleasing@clearwire.com)

With a copy to:                         Clear Wireless, LLC  
Attn: Legal Department  
4400 Carillon Point  
Kirkland, WA 98033  
Telephone: 425-216-7600  
Fax: 425-216-7900

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

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

22. Complete Lease: Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. 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 Tenant, its successors or assigns, shall be subject to any governmental immunity defenses of Landlord and the maximum liability limits provided in Minnesota Statute Chapter 466.

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

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

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

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

27. Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant is not in default under the Lease beyond any applicable grace or cure period, Tenant's use and quiet enjoyment of the Leased Premises will not be disturbed by Landlord, or any party claiming by, through or under Landlord.

28. Waiver of Landlord's Liens. Landlord waives any lien rights it may have, statutory or otherwise, regarding Tenant's Antenna Facilities, all of which shall be deemed personal property, whether considered real or personal property under applicable state laws.

Attached:	Exhibit A	Legal Description of Leased Premises
	Exhibit B	Site Description/Plan
	Exhibit C	Rent Calculations

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

LANDLORD:

CITY OF INVER GROVE HEIGHTS

By: \_\_\_\_\_

Its: Mayor George Tourville

By: \_\_\_\_\_

Its: Deputy City Clerk Melissa Rheume

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 Rheume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

TENANT:

CLEAR WIRELESS, LLC

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA )

) ss.

COUNTY OF )

On \_\_\_\_\_, 2010, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, \_\_\_\_\_, of Clear Wireless, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

**EXHIBIT A**

**Description of Leased Premises and Non-Exclusive Access Drive**

**EXHIBIT B**  
**Approved Plans for Antenna Facilities**

**EXHIBIT C**  
**Rent Calculations**

<u>Calendar Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
2011	\$23,940.00	\$1,995.00
2012	\$25,137.00	\$2,094.75
2013	\$26,393.85	\$2,199.49
2014	\$27,713.54	\$2,309.46
2015	\$29,099.22	\$2,424.93
<u>If renewed:</u>		
2016	\$30,554.18	\$2,546.18
2017	\$32,081.89	\$2,673.49
2018	\$33,685.98	\$2,807.17
2019	\$35,370.28	\$2,947.52
2020	\$37,138.80	\$3,094.90
<u>If renewed:</u>		
2021	\$38,995.74	\$3,249.64
2022	\$40,945.52	\$3,412.13
2023	\$42,992.80	\$3,582.73
2024	\$45,142.44	\$3,761.87
2025	\$47,399.56	\$3,949.96
<u>If renewed:</u>		
2026	\$49,769.54	\$4,147.46
2027	\$52,258.02	\$4,354.83
2028	\$54,870.92	\$4,572.58
2029	\$57,614.46	\$4,801.21
2030	\$60,495.19	\$5,041.27

The rent increase shall occur automatically without notice.

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

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

**RESOLUTION APPROVING WATER TOWER SITE LEASE AGREEMENT  
BETWEEN THE CITY AND CLEAR WIRELESS, LLC PROVIDING FOR CELLULAR  
COMMUNICATIONS EQUIPMENT AND FACILITIES AT 1770 50<sup>th</sup> STREET  
(HIGHWAY 494 WATER TOWER)**

**WHEREAS**, the City owns property located at 1770 50<sup>th</sup> Street (the "Property") upon which a City water tower (the "Water Tower") is located; and

**WHEREAS**, the City has received a request from Clear Wireless, LLC ("Clear Wireless") to lease space on the Water Tower and utilize a portion of the Property under a long term lease for purposes of installation, operation and maintenance of a cellular communications antennas and related equipment; and

**WHEREAS**, the proposed Water Tower Site Lease Agreement provides for a maximum term of 20 years, and the yearly rental rates that will apply to Clear Wireless are similar to rental rates currently being paid by other tenants who have leased space from the City for installation, operation and maintenance of cellular communications antennas and related equipment.

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

- 1) That the Mayor and Deputy City Clerk are authorized execute the proposed Water Tower Site Lease Agreement on behalf of the City.
- 2) That the Director of Public Works shall administer the Water Tower Site Lease Agreement.

Passed this \_\_\_\_\_ day of March, 2010.

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

Attest:

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

## TERMINATION AGREEMENT

This Termination Agreement is made and entered into and effective the first day of May, 2010 by and between the City of Inver Grove Heights (City) and Independent School District No. 199 (School). Based on the covenants, recitals, and agreements hereafter set forth the parties do hereby agree as follows:

### Article 1. Recitals

Recital No. 1. The City and School entered into a joint powers agreement on or about August 11, 1986 (the 1986 JPA) providing for the operation of a community services program and a recreation program.

Recital No. 2. The 1986 JPA is attached hereto.

Recital No. 3. The School and the City have determined to terminate the 1986 JPA.

Recital No. 4. By this Termination Agreement, the parties mutually agree to the termination of the 1986 JPA.

### Article 2. Termination

2.1 Termination of the 1986 JPA. The School and City do hereby terminate the 1986 JPA with an effective termination date of May 1, 2010.

IN WITNESS WHEREOF the parties have executed this Termination Agreement.

### CITY OF INVER GROVE HEIGHTS

By: \_\_\_\_\_  
Dennis Madden  
Its Acting Mayor

Attest:

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

**INDEPENDENT SCHOOL DISTRICT NO. 199**

By: \_\_\_\_\_  
School Board Chairman

Attest:

\_\_\_\_\_  
School Board Clerk

Item 4N is not yet available.

As soon as it is available it will be posted.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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PERSONNEL ACTIONS

Meeting Date: March 22, 2010  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
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** Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Brittany Mann, Dennis Hogan, Michael Barnett, John Atkins, Alex Jerrens, Bill Miller, and Wayne Taylor.

Please confirm the seasonal/temporary termination of: Hayley Mengenhauser, and Nick Oliver.

**Assessment Hearing for City Project No. 2009-09D – Urban Street Reconstruction, South Grove Area 4**

Meeting Date:	March 22, 2010		<b>Fiscal/FTE Impact:</b>
Item Type:	Assessment Hearing	<input type="checkbox"/>	None
Contact:	Thomas J. Kaldunski, 651.450.2572	<input type="checkbox"/>	Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer	<input type="checkbox"/>	Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director	<input type="checkbox"/>	FTE included in current complement
		<input type="checkbox"/>	New FTE requested – N/A
		<input checked="" type="checkbox"/>	Other: Assessments, Pavement Management Fund, Municipal State Aid Funds, Water Fund, Sewer Fund

**PURPOSE/ACTION REQUESTED**

Assessment hearing to consider a resolution adopting the final assessment roll for City Project No. 2009-09D – Urban Street Reconstruction, South Grove Area 4 for the following areas: 75th Street East from Cahill Avenue to Clayton Avenue, Carmen Avenue from 75th Street East to 76th Street East, 76th Street East from Carmen Avenue to Clayton Avenue, Clayton Avenue from 75th Street East to 78th Street East, 77th Street East from Clayton Avenue to Conroy Way, 78th Street East from Cahill Avenue to Conroy Way, 75th Court East.

**SUMMARY**

City Project No. 2009-09D was ordered by the City Council on March 23, 2009 as part of the City's 2009 Pavement Management Program. Street reconstruction with concrete curb and gutter, concrete sidewalk, storm sewer, water main, grading, landscaping, restoration and appurtenances were included in the project. The final total project cost is \$2,893,925.03.

There are 476 properties proposed to be assessed. 149 single-family residential lots, 4 commercial (includes Rolling Meadows with 260 units), 56 multi-family, 1 school property, 2 church properties, 3 City properties, and 2 County properties. There are 3 single-family residential lots on Cahill Avenue that are assessed for storm sewer only. There were 473 properties in the reconstruction area that were assessed for storm sewer.

The proposed assessment roll is based on an assessment cap of \$4,000 per the recommendation provided in the assessment analysis performed by Metzen Appraisals. If the calculated, cumulative total assessment for the parcels in the project area exceeds \$4,000, the amount in excess of \$4,000 would be paid by the Pavement Management Fund. Then, if the parcel already paid assessments for previous improvements on a previous phase of the South Grove reconstruction program, that amount is subtracted from the \$4,000 cap to arrive at the final assessment amount.

The total amount proposed to be specially assessed is \$1,482,563.41 (51%) if the policy is followed and \$1,267,675.07 (44%) if the assessments are capped following the recommendation of the assessment analysis. An assessment term of ten (10) years at an interest rate of 5.8 percent for street reconstruction and/or storm sewer costs is recommended and an assessment term of 15 years at an interest rate of 5.8 percent for non-government, non-profit parcels. Note that a drainage area correction has been made which reduced the assessment for the Good Shepherd Church and 10 single-family lots with small areas draining toward the church (see drainage area adjustment map).

An information meeting was held on March 9, 2010 and 13 residents were in attendance (attendance list attached). Topics included: how are prepayments handled, are partial payments allowed, the drainage area at the church was reviewed, several owners with large lots and drainage only assessments on Cahill asked for consideration of a cap, the resident at 7900 Conroy Trail asked for a full lot drainage assessment in 2010 rather than split the assessments in 2010 and 2011.

I recommend approving the resolution adopting the final assessment roll for City Project No. 2009-09D, Urban Street Reconstruction, South Grove Area 4.

TJK/kf

- Attachments:
- Resolution
  - Attendance List
  - Assessment Roll
  - Assessment Map
  - Drainage area adjustment map

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

**RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR THE 2009 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2009-09D – URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 4**

**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. 2009-09D – Urban Street Reconstruction, South Grove Area 4 which includes the following streets: 75th Street East from Cahill Avenue to Clayton Avenue, Carmen Avenue from 75th Street East to 76th Street East, 76th Street East from Carmen Avenue to Clayton Avenue, Clayton Avenue from 75th Street East to 78th Street East, 77th Street East from Clayton Avenue to Conroy Way, 78th Street East from Cahill Avenue to Conroy Way, 75th Court East.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of (10) years, with the exception of non-government, non-profit parcels which shall have an assessment term of fifteen (15) years, and such assessments shall bear interest at the rate of 5.8 percent. The first of the installments shall 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 22nd day of March 2010.

AYES:

NAYS:

\_\_\_\_\_  
Dennis Madden, Acting Mayor

ATTEST:

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

SIGN IN SHEET  
INFORMATION MEETING

CITY PROJECT NO. 2009-09D

SOUTH GROVE AREA 4  
STREET RECONSTRUCTION

Tuesday, March 9, 2010 - 5:00 to 7:00 p.m.

NAME	ADDRESS	CONTACT INFO.
Bruce Kennedee	3680 E 77th	phone: 651-450-9153 mobile: _____ e-mail: _____
Jack & Emie Tussel	3362-76 <sup>th</sup> St. E.	phone: 651-451-3556 mobile: _____ e-mail: _____
Roger & Barb Loik	7698 Cahill Ave.	phone: 651-451-9445 mobile: _____ e-mail: _____
CYRIL SVORODNY	7953 Conroy Way	phone: 651-455-0052 mobile: 612-321-6094 e-mail: CYSVORODNY@YAHOO.COM
Tom Alcorn	3591 78th St. E.	phone: 651-455-5974 mobile: 651-245-1988 e-mail: TRALCORN@COMCAST.NET
Tom Bussen	3561 E 78th St E	phone: 651-455-2558 mobile: _____ e-mail: _____
Michael Gartner	3544 77th Street E	phone: 651-552-9064 mobile: _____ e-mail: _____
Jerry Johnson	3651 78th St E	phone: 651 455 0574 mobile: _____ e-mail: _____
Marcia Thiel	7538 Carmen Ave E	phone: 651 450 -0284 mobile: _____ e-mail: _____
Tony Schwab	7835 Conroy Way	phone: 651-336-8960 mobile: _____ e-mail: _____
Lane Halley	7815 Clayton Ave	phone: 651-453-1069 mobile: _____ e-mail: _____

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE		STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MF CAP
			AREA	ASSESSMENT						
207115220005	3337	75TH ST E	3501.6835	\$364.88	\$4,652.87	\$5,017.75	\$736.87		\$3,263.13	
207115221005	3355	75TH ST E	3001.1665	\$312.72	\$4,652.87	\$4,965.59	\$914.48		\$3,085.52	
207115222005	3373	75TH ST E	3601.9370	\$375.32	\$4,652.87	\$5,028.19	\$787.96		\$3,212.04	
207115223005	3393	75TH ST E	3601.8770	\$375.32	\$4,652.87	\$5,028.19	\$759.92		\$3,240.08	
207115224005	7487	CLAY AVE E	2089.9024	\$217.77		\$217.77	\$4,912.69		\$0.00	
200100001056			173368.1848	\$18,064.96		\$102,147.48			\$102,147.48	
207115201006	7505	CLAYTON AVE E	13306.7637	\$1,386.56	\$4,652.87	\$6,039.43			\$4,000.00	
207115202006	3462	75TH ST E	12151.0185	\$1,266.14	\$4,652.87	\$5,919.01			\$4,000.00	
207115203006	3442	75TH ST E	12149.0216	\$1,265.93	\$4,652.87	\$5,918.80			\$4,000.00	
207115204006	3422	75TH ST E	12149.9192	\$1,266.02	\$4,652.87	\$5,918.89			\$4,000.00	
207115205006	3402	75TH ST E	12150.0121	\$1,266.03	\$4,652.87	\$5,918.90			\$4,000.00	
207115206006	3384	75TH ST E	13049.9637	\$1,359.81	\$4,652.87	\$6,012.68			\$4,000.00	
207115207006	3364	75TH ST E	13649.8968	\$1,422.32	\$4,652.87	\$6,075.19			\$4,000.00	
207115208006	3348	75TH ST E	11431.8458	\$1,191.20	\$4,652.87	\$5,844.07			\$4,000.00	
207115209006	3346	75TH CT E	14731.6514	\$1,535.04	\$4,652.87	\$6,187.91			\$4,000.00	
207115210006	3342	75TH CT E	10189.0575	\$1,061.70	\$4,652.87	\$5,714.57			\$4,000.00	
207115211006	3324	75TH CT E	12495.7273	\$1,302.05	\$4,652.87	\$5,954.92			\$4,000.00	
207115212006	3320	75TH CT E	16200.6581	\$1,688.11	\$4,652.87	\$6,340.98			\$4,000.00	
207115213006	3318	75TH CT E	10889.3055	\$1,134.67	\$4,652.87	\$5,787.54			\$4,000.00	
207115214006	3248	75TH ST E	11000.1331	\$1,146.21	\$4,652.87	\$5,799.08			\$4,000.00	
207115215006	7516	CARMEN AVE E	10916.4366	\$1,137.49	\$4,652.87	\$5,790.36			\$4,000.00	
207115216006	7538	CARMEN AVE E	13499.8452	\$1,406.68	\$4,652.87	\$6,059.55			\$4,000.00	
207115217006	7558	CARMEN AVE E	15338.0344	\$1,598.22	\$4,652.87	\$6,251.09			\$4,000.00	
207115218006	7570	CARMEN AVE E	14921.6591	\$1,554.84	\$4,652.87	\$6,207.71			\$4,000.00	
207115219006	3303	76TH ST E	15192.4218	\$1,583.05	\$4,652.87	\$6,235.92			\$4,000.00	
207115220006	3323	76TH ST E	10521.4880	\$1,096.34	\$4,652.87	\$5,749.21			\$4,000.00	
207115221006	3337	76TH ST E	9604.1592	\$1,000.75	\$4,652.87	\$5,653.62			\$4,000.00	
207115222006	3353	76TH ST E	10935.2788	\$1,139.46	\$4,652.87	\$5,792.33			\$4,000.00	
207115223006	3367	76TH ST E	10169.0485	\$1,059.61	\$4,652.87	\$5,712.48			\$4,000.00	
207115224006	3385	76TH ST E	19712.8680	\$2,054.08	\$4,652.87	\$6,706.95			\$4,000.00	
207115225006	3403	76TH ST E	17730.8076	\$1,847.55	\$4,652.87	\$6,500.42			\$4,000.00	
207115226006	3425	76TH ST E	14467.1289	\$1,507.47	\$4,652.87	\$6,160.34			\$4,000.00	
207115227006	3445	76TH ST E	13745.6925	\$1,432.30	\$4,652.87	\$6,085.17			\$4,000.00	
207115228006	3463	76TH ST E	12220.4483	\$1,273.37	\$4,652.87	\$5,926.24			\$4,000.00	
207115229006	7549	CLAYTON AVE	13380.5819	\$1,394.26	\$4,652.87	\$6,047.13			\$4,000.00	
207115201007	3482	76TH ST E	14202.2657	\$1,479.88	\$4,652.87	\$6,132.75			\$4,000.00	
207115202007	7623	CLAYTON AVE	15002.3426	\$1,563.24	\$4,652.87	\$6,216.11			\$4,000.00	
207115203007	7639	CLAYTON AVE	21063.2774	\$2,194.79	\$4,652.87	\$6,847.66	\$395.00		\$3,605.00	
207115204007	3454	76TH ST E	14914.9391	\$1,554.14	\$4,652.87	\$6,207.01	\$395.00		\$3,605.00	
207115205007	3426	76TH ST E	22979.0350	\$2,394.42	\$4,652.87	\$7,047.29			\$4,000.00	
207115206007	3414	76TH ST E	21225.7596	\$2,211.72	\$4,652.87	\$6,864.59			\$4,000.00	
207115207007	3396	76TH ST E	19595.7322	\$2,041.88	\$4,652.87	\$6,694.75			\$4,000.00	
207115208007	3380	76TH ST E	19124.8315	\$1,992.81	\$4,652.87	\$6,645.68			\$4,000.00	

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE		STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MF CAP
			AREA	ASSESSMENT						
207115209007	3362	76TH ST E	16715.0168	\$1,741.70	\$4,652.87	\$6,394.57		\$4,000.00		
207115210007	3344	76TH ST E	13360.2579	\$1,392.14	\$4,652.87	\$6,045.01	\$395.00	\$3,605.00		
207115211007	3326	76TH ST E	11823.0529	\$1,231.96	\$4,652.87	\$5,884.83		\$4,000.00		
207115117006	7484	CLAYTON AVE E	6437.1522	\$670.75	\$4,652.87	\$4,782.52		\$0.00		
207115211004	3225	75TH ST E	0.0000	\$0.00	\$4,652.87	\$4,652.87		\$4,000.00		
200100002054	7698	CAHILL AVE	81589.1447	\$8,501.59		\$8,501.59	\$4,250.80	\$4,000.00		
200100003054	7728	CAHILL AVE E	110613.1938	\$11,525.89		\$11,525.89	\$5,762.95	\$4,000.00		
206730002001	7650	CAHILL AVE E	62450.1000	\$6,507.30		\$6,507.30	\$3,253.65	\$3,253.65		
207115220001	7484	CLAY AVE E	1436.5928	\$149.69		\$149.69		\$0.00		
207115221001	3465	75TH ST E	1715.8985	\$178.80	\$4,652.87	\$4,831.67	\$848.80	\$3,151.20		
207115222001	3485	75TH ST E	1218.7567	\$126.99	\$4,652.87	\$4,779.86	\$1,010.13	\$2,989.87		
207115209004	7467	CARMEN AVE E	6213.9922	\$647.50		\$647.50	\$4,431.01	\$0.00		
207115210004	3247	75TH ST E	1273.8200	\$132.73	\$4,652.87	\$4,785.60	\$4,095.38	\$0.00		
207115217005	3281	75TH ST E	11711.0008	\$1,220.29		\$1,220.29	\$4,224.46	\$0.00		
207115218005	3303	75TH ST E	7960.1875	\$829.45	\$4,652.87	\$5,482.32	\$507.04	\$3,492.96		
207115219005	3319	75TH ST E	7143.6839	\$744.37	\$4,652.87	\$5,397.24	\$592.47	\$3,407.53		
207115212007	3308	76TH ST E	10837.0538	\$1,129.22	\$4,652.87	\$5,779.91		\$4,000.00		
207115213007	3290	76TH ST E	10816.1362	\$1,127.04	\$4,652.87	\$5,779.91		\$4,000.00		
207115214007	3272	76TH ST E	12187.2539	\$1,269.91	\$4,652.87	\$5,922.78		\$4,000.00		
207115215007	7615	CARMEN AVE E	9146.7200	\$953.09	\$4,652.87	\$5,605.96		\$4,000.00		
207115216007	7601	CARMEN AVE E	4224.0700	\$440.15	\$4,652.87	\$5,093.02		\$4,000.00		
207115217007	7583	CARMEN AVE E	4194.9400	\$437.11	\$4,652.87	\$5,089.98		\$4,000.00		
207115218007	7567	CARMEN AVE E	3930.7500	\$409.58	\$4,652.87	\$5,062.45		\$4,000.00		
207115219007	7551	CARMEN AVE E	3822.2200	\$398.28	\$4,652.87	\$5,051.15	\$395.00	\$3,605.00		
207115220007	7533	CARMEN AVE E	3768.2500	\$392.65	\$4,652.87	\$5,045.52		\$4,000.00		
207115221007	7515	CARMEN AVE E	2716.7100	\$283.08	\$4,652.87	\$4,935.95		\$4,000.00		
206455001000			47775.4009	\$4,978.20		\$12,311.80		\$12,311.80		
200100001053	7600	CAHILL AVE E	0.0000	\$0.00		\$24,631.12		\$24,631.12		
203652101002	7807	COOPER AVE E	10136.8971	\$1,056.26		\$1,056.26		\$1,056.26		
203652102002	3772	78TH ST E	11999.9831	\$1,250.40		\$1,250.40		\$1,250.40		
203652103002	3754	78TH ST E	14117.6733	\$1,471.06		\$1,471.06		\$1,471.06		
203652104002	7830	CONROY WAY E	12112.1423	\$1,262.09		\$1,262.09		\$1,262.09		
203652105002	7844	CONROY WAY	12112.2508	\$1,262.10		\$1,262.10		\$1,262.10		
203652106002	7868	CONROY WAY	11422.1295	\$1,190.19		\$1,190.19		\$1,190.19		
203652107002	7880	CONROY WAY	10584.8102	\$1,102.94		\$1,102.94		\$1,102.94		
203652108002	7892	CONROY WAY	12054.7022	\$1,256.10		\$1,256.10		\$1,256.10		
203652109002	7900	CONROY WAY	13529.2300	\$1,409.75		\$1,409.75		\$1,409.75		
203652116002	7899	COOPER AVE E	595.5529	\$62.06		\$62.06		\$62.06		
203652117002	7877	COOPER AVE E	48.6887	\$5.07		\$5.07		\$0.00		
203652119002	7849	COOPER AVE E	2280.8388	\$237.66		\$237.66		\$237.66		
203652120002	7827	COOPER AVE E	2438.8208	\$254.13		\$254.13		\$254.13		
203652121002	7821	COOPER AVE E	4857.5020	\$506.15		\$506.15		\$506.15		
205850012003	7959	CHARLES WAY	4629.2308	\$482.37		\$482.37		\$482.37		

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MF CAP
205850013003	7967	CHARLES WAY	3802.7515	\$396.25	\$396.25	\$396.25			\$396.25	
205850009004	7923	CLAIBORNE LN	4767.7524	\$496.80	\$496.80	\$496.80			\$496.80	
205850010004	7919	CLAIBORNE LN	10104.6100	\$1,052.90	\$1,052.90	\$1,052.90			\$1,052.90	
205850011004	7915	CLAIBORNE LN	13887.1616	\$1,447.04	\$1,447.04	\$1,447.04			\$1,447.04	
205850012004	7907	CLAIBORNE LN	13506.3743	\$1,407.36	\$1,407.36	\$1,407.36			\$1,407.36	
205850013004	7899	CLAIBORNE LN	13846.4079	\$1,442.80	\$1,442.80	\$1,442.80			\$1,442.80	
205850014004	7891	CLAIBORNE LN	24622.0436	\$2,565.62	\$2,565.62	\$2,565.62			\$2,565.62	
205850015004	7883	CLAIBORNE LN	19434.3079	\$2,025.05	\$2,025.05	\$2,025.05			\$2,025.05	
207116329004	3817	78TH ST E	3661.6714	\$381.55	\$381.55	\$381.55			\$541.20	
207116330004	3801	78TH ST E	8542.5274	\$890.13	\$890.13	\$890.13			\$890.13	
207116331004	3783	78TH ST E	9130.8373	\$951.43	\$951.43	\$951.43			\$951.43	
207116332004	3767	78TH ST E	11500.5066	\$1,198.35	\$1,198.35	\$1,198.35			\$1,198.35	
200100001075	3540	75TH ST E	29222.1021	\$3,044.94	\$3,044.94	\$27,761.46			\$27,761.46	
200100001077			84029.8473	\$8,755.91	\$8,755.91	\$37,791.88			\$37,791.88	
207116301001	3703	77TH ST E	3404.1928	\$354.72	\$4,652.87	\$5,007.59			\$4,000.00	
207116302001	3731	77TH ST E	2451.6435	\$255.46	\$4,652.87	\$4,908.33			\$4,000.00	
207116303001	3753	77TH ST E	2076.5120	\$216.37		\$216.37			\$306.91	
207116301002	3515	77TH ST E	11536.6040	\$1,202.11	\$4,652.87	\$5,854.98			\$4,000.00	
207116302002	3531	77TH ST E	9122.0504	\$950.52	\$4,652.87	\$5,603.39			\$4,000.00	
207116303002	3545	77TH ST E	5323.1842	\$554.68	\$4,652.87	\$5,207.55			\$4,000.00	
207116304002	3561	77TH ST E	3254.0687	\$339.07	\$4,652.87	\$4,991.94			\$4,000.00	
207116305002	3575	77TH ST E	2593.1009	\$270.20	\$4,652.87	\$4,923.07			\$4,000.00	
207116306002	3595	77TH ST E	2480.7920	\$258.50	\$4,652.87	\$4,911.37			\$4,000.00	
207116307002	3609	77TH ST E	2756.7830	\$287.26	\$4,652.87	\$4,940.13			\$4,000.00	
207116308002	3625	77TH ST E	2775.8802	\$289.25	\$4,652.87	\$4,942.12			\$4,000.00	
207116309002	3639	77TH ST E	2794.9821	\$291.24	\$4,652.87	\$4,944.11			\$4,000.00	
207116310002	3655	77TH ST E	2814.1082	\$293.23	\$4,652.87	\$4,946.10			\$4,000.00	
207116311002	3669	77TH ST E	2833.1838	\$295.22	\$4,652.87	\$4,948.09			\$4,000.00	
207116312002	3689	77TH ST E	3197.3791	\$333.17	\$4,652.87	\$4,986.04		\$395.00	\$3,605.00	
207116301003	3516	77TH ST E	11595.3247	\$1,208.23	\$4,652.87	\$5,861.10			\$4,000.00	
207116302003	3530	77TH ST E	8820.4169	\$919.09	\$4,652.87	\$5,571.96		\$395.00	\$3,605.00	
207116303003	3544	77TH ST E	8820.4590	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116304003	3560	77TH ST E	8820.4683	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116305003	3574	77TH ST E	8820.4029	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116306003	3590	77TH ST E	8820.4123	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116307003	3604	77TH ST E	8820.4030	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116308003	3620	77TH ST E	8820.4621	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116309003	3634	77TH ST E	8820.4715	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116310003	3650	77TH ST E	8820.4122	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116311003	3664	77TH ST E	8820.4030	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116312003	3680	77TH ST E	8820.4683	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116313003	3694	77TH ST E	8820.4960	\$919.10	\$4,652.87	\$5,571.97		\$395.00	\$3,605.00	
207116314003	3710	77TH ST E	8820.4869	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MF CAP
207116315003	3724	77TH ST E	11500.0081	\$1,198.30		\$1,198.30			\$4,000.00	
207116316003	3725	78TH ST E	11499.8255	\$1,198.28	\$4,652.87	\$5,851.15		\$395.00	\$3,605.00	
207116317003	3711	78TH ST E	8820.2522	\$919.07	\$4,652.87	\$5,571.94			\$4,000.00	
207116318003	3695	78TH ST E	8820.2893	\$919.07	\$4,652.87	\$5,571.94			\$4,000.00	
207116319003	3681	78TH ST E	8820.3813	\$919.08	\$4,652.87	\$5,571.95		\$395.00	\$3,605.00	
207116320003	3665	78TH ST E	8820.3272	\$919.08	\$4,652.87	\$5,571.95		\$395.00	\$3,605.00	
207116321003	3651	78TH ST E	8820.3906	\$919.08	\$4,652.87	\$5,571.95		\$395.00	\$3,605.00	
207116322003	3635	78TH ST E	8820.3268	\$919.08	\$4,652.87	\$5,571.95			\$4,000.00	
207116323003	3621	78TH ST E	8820.3829	\$919.08	\$4,652.87	\$5,571.95		\$395.00	\$3,605.00	
207116324003	3605	78TH ST E	8820.3256	\$919.08	\$4,652.87	\$5,571.95			\$4,000.00	
207116325003	3591	78TH ST E	8820.3876	\$919.08	\$4,652.87	\$5,571.95			\$4,000.00	
207116326003	3575	78TH ST E	8820.3253	\$919.08	\$4,652.87	\$5,571.95			\$4,000.00	
207116327003	3561	78TH ST E	8820.3346	\$919.08	\$4,652.87	\$5,571.95			\$4,000.00	
207116328003	3545	78TH ST E	8820.3813	\$919.08	\$4,652.87	\$5,571.95			\$4,000.00	
207116329003	3531	78TH ST E	8820.3953	\$919.09	\$4,652.87	\$5,571.96			\$4,000.00	
207116330003	3515	78TH ST E	11535.3571	\$1,201.98	\$4,652.87	\$5,854.85			\$4,000.00	
200100001078			653830.9772	\$68,129.19		\$166,702.48			\$166,702.48	
203652110002	7904	CONROY WAY	7597.1493	\$791.62		\$791.62			\$791.62	
203652111002	7910	CONROY TRLE	7230.5687	\$753.43		\$753.43			\$753.43	
203652102003	7918	CONROY WAY	5169.1162	\$538.62		\$538.62			\$538.62	
203652103003	7912	CONROY WAY	8483.5820	\$883.99		\$883.99			\$883.99	
203652101006	7915	CONROY WAY	9008.5804	\$938.69		\$938.69			\$938.69	
203652102006	7927	CONROY WAY	8483.0750	\$883.94		\$883.94			\$883.94	
203652103006	7931	CONROY TRL	8589.9447	\$895.07		\$895.07			\$895.07	
203652104006	7935	CONROY WAY	8591.1346	\$895.20		\$895.20			\$895.20	
203652105006	7939	CONROY WAY	8169.2231	\$851.23		\$851.23			\$851.23	
203652106006	7941	CONROY WAY	7800.9183	\$812.86		\$812.86			\$812.86	
203652107006	7943	CONROY WAY	8446.4103	\$880.12		\$880.12			\$880.12	
203652108006	7945	CONROY WAY	9432.2521	\$982.84		\$982.84			\$982.84	
203652109006	7947	CONROY WAY	10988.5515	\$1,145.01		\$1,145.01			\$1,145.01	
203652110006	7949	CONROY WAY	12425.2839	\$1,294.71		\$1,294.71			\$1,294.71	
203652111006	7951	CONROY WAY	12540.2988	\$1,306.70		\$1,306.70			\$1,306.70	
203652112006	7953	CONROY WAY	12721.9483	\$1,325.63		\$1,325.63			\$1,325.63	
203652101007	3720	78TH ST E	14746.8387	\$1,536.62		\$1,536.62			\$1,536.62	
203652102007	7827	CONROY WAY	12491.8921	\$1,301.66		\$1,301.66			\$1,301.66	
203652103007	7835	CONROY WAY	12510.1049	\$1,303.55		\$1,303.55			\$1,303.55	
203652104007	7853	CONROY WAY	12528.5702	\$1,305.48		\$1,305.48			\$1,305.48	
203652105007	7879	CONROY WAY	12546.8133	\$1,307.38		\$1,307.38			\$1,307.38	
203652106007	7885	CONROY WAY	12565.2043	\$1,309.29		\$1,309.29			\$1,309.29	
203652107007	7897	CONROY WAY	12053.2534	\$1,255.95		\$1,255.95			\$1,255.95	
203652108007	7907	CONROY WAY	12599.9360	\$1,312.91		\$1,312.91			\$1,312.91	
203651001001	7812	CHANDLER LN	136593.3901	\$14,233.03		\$45,630.96			\$45,630.96	
205850101001	7815	CLAYTON AVE	13779.1236	\$1,435.78		\$1,435.78			\$1,435.78	

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MF CAP
205850102001	7825	CLAYTON AVE	16961.8112	\$1,767.42		\$1,767.42			\$1,767.42	
205850001001	3500	78TH ST E	15484.9772	\$1,613.53	\$4,652.87	\$6,266.40			\$4,000.00	
205850002001	3470	78TH ST E	25355.3363	\$2,642.03	\$4,652.87	\$7,294.90			\$4,000.00	
205850003001	7808	CHARLES WAY	28227.2682	\$2,941.28		\$2,941.28			\$2,941.28	
205850004001	7816	CHARLES WAY	18901.2854	\$1,969.51		\$1,969.51			\$1,969.51	
205850005001	7824	CHARLES WAY	26048.9338	\$2,714.30		\$2,714.30			\$2,714.30	
205850006001	7832	CHARLES WAY	22613.1308	\$2,356.29		\$2,356.29			\$2,356.29	
205850001002	7835	CLAYTON AVE E	11981.6085	\$1,248.48		\$1,248.48			\$1,248.48	
205850002002	7855	CLAYTON AVE	12326.6661	\$1,284.44		\$1,284.44			\$1,284.44	
205850003002	7875	CLAYTON AVE	14502.2773	\$1,511.14		\$1,511.14			\$1,511.14	
205850007003	7906	CLAIBORNE LN	2098.0551	\$218.62		\$218.62			\$218.62	
205850008003	7896	CLAIBORNE LN	5920.9103	\$616.96		\$616.96			\$616.96	
205850009003	7935	CHARLES WAY	697.6232	\$72.69		\$72.69			\$72.69	
205850010003	7943	CHARLES WAY	2621.8809	\$273.20		\$273.20			\$273.20	
205850011003	7951	CHARLES WAY	4322.2527	\$450.38		\$450.38			\$450.38	
207116304001	3767	77TH ST E	2044.2801	\$213.01		\$213.01			\$213.01	
207116305001	3783	77TH ST E	2402.2534	\$250.31		\$250.31			\$250.31	
207116306001	3801	77TH ST E	3036.8793	\$316.44		\$316.44			\$316.44	
207116307001	3817	77TH ST E	1053.5619	\$109.78		\$109.78			\$109.78	
207116301004	3766	77TH ST E	11500.1868	\$1,198.32		\$1,198.32			\$1,198.32	
207116302004	3782	77TH ST E	9130.7836	\$951.43		\$951.43			\$951.43	
207116303004	3800	77TH ST E	7280.4243	\$758.62		\$758.62			\$758.62	
204860103101	3314	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860105101	3310	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860106101	3306	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860125001	3268	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860126001	3266	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860127001	3262	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860128001	3260	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860108101	3302	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860110101	3298	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860111001	3296	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860112001	3294	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860113001	3292	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860114001	3290	78TH ST		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860115001	3288	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860116001	3286	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860117001	3284	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860118001	3282	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860120101	3278	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860122101	3276	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860123101	3272	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00
204860124001	3270	78TH ST E		\$405.10		\$2,422.84			\$2,000.00	\$2,000.00

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MF CAP
206455009101	3251	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455009201	3253	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455009301	3255	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455009401	3257	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455009501	3259	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455009601	3261	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455009701	3263	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455009801	3265	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455009901	3267	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010001	3269	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010101	3271	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010201	3273	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010301	3275	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010401	3277	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010501	3279	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010601	3281	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010701	3283	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010801	3285	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455010901	3287	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011001	3289	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011101	3291	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011201	3293	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011301	3295	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011401	3297	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011501	3299	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011601	3301	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011701	3303	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011801	3305	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455011901	3307	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455012001	3309	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455012101	3311	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455012201	3313	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455012901	3315	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013001	3317	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013101	3319	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013201	3321	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013301	3323	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013401	3325	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013501	3327	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013601	3329	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455012301	3331	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455012401	3333	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455012501	3335	78TH ST E		\$490.32		\$1,370.90				\$1,370.90

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MF CAP
206455012601	3337	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455012701	3339	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455012801	3341	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013701	3343	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013801	3345	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455013901	3347	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014001	3349	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014101	3351	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014201	3353	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014301	3355	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014401	3357	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014501	3359	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014601	3361	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014701	3363	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014801	3365	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455014901	3367	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455015001	3369	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455015101	3371	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455015201	3373	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455015301	3375	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455015401	3377	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455015501	3379	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455015601	3381	78TH		\$490.32		\$1,370.90				\$1,370.90
206455015701	3383	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455015801	3385	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455015901	3387	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016001	3389	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016101	3391	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016201	3393	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016301	3395	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016401	3397	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016501	3399	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016601	3401	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016701	3403	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016801	3405	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455016901	3407	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455017001	3409	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455017101	3411	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455017201	3413	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455017301	3415	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455017401	3417	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455017501	3419	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455017601	3421	78TH ST E		\$490.32		\$1,370.90				\$1,370.90

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MF CAP
206455017701	3423	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455017801	3425	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455017901	3427	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018001	3429	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018101	3433	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018201	3435	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018301	3437	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018401	3439	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018501	3441	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018601	3443	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018701	3445	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018801	3447	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455018901	3449	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019001	3451	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019101	3453	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019201	3455	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019301	3457	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019401	3459	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019501	3461	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019601	3463	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019701	3465	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019801	3467	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455020101	3467	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455019901	3469	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455020001	3471	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455020201	3475	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455000101	3101	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455000201	3105	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455000301	3109	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455000401	3113	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455000501	3117	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455000601	3121	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455000701	3125	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455000801	3129	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455000901	3133	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455001001	3137	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455001101	3141	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455001201	3145	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455001301	3149	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455001401	3153	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455001501	3157	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455001601	3161	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455001701	3165	78TH ST E		\$490.32		\$1,370.90				\$1,370.90

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MIF CAP
206455001801	3169	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455001901	3173	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002001	3177	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002101	3181	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002201	3185	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002301	3189	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002401	3193	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002501	3197	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002601	3201	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002701	3205	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002801	3209	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455002901	3213	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455003001	3217	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455003101	3221	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455003201	3225	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455009002	3102	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008902	3104	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008802	3106	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008702	3108	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008602	3110	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008502	3112	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008402	3114	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008302	3116	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008202	3118	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008102	3120	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455008002	3122	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007902	3124	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007802	3126	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007702	3128	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007602	3130	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007502	3132	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007402	3134	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007302	3136	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007202	3138	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007102	3140	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455007002	3142	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455006902	3144	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455006802	3146	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455006702	3148	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455006602	3150	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455006502	3152	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455006402	3154	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455006302	3156	78TH ST E		\$490.32		\$1,370.90				\$1,370.90

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

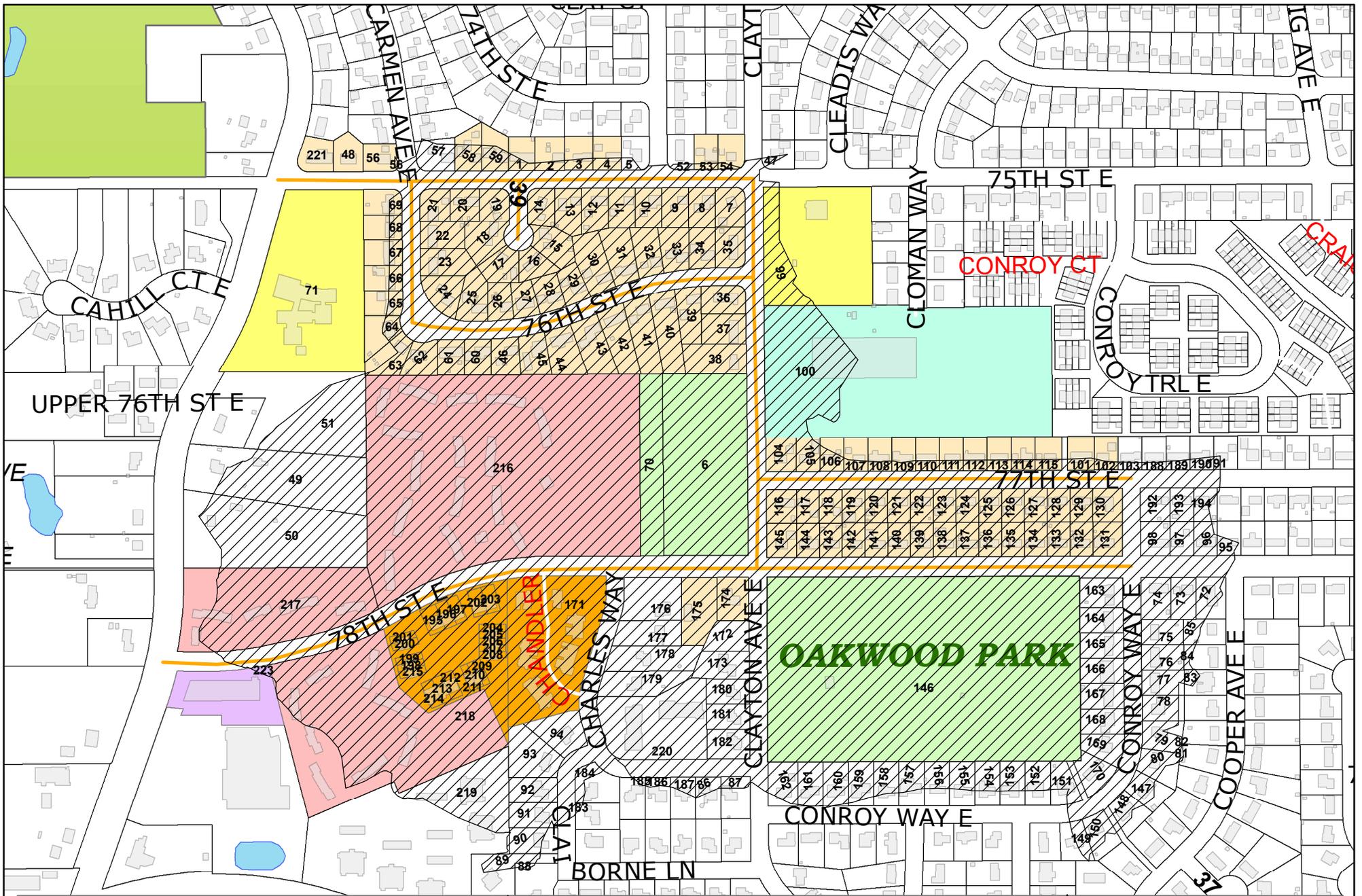
PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MIF CAP
206455006202	3158	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455006102	3160	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455006002	3162	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005902	3164	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005802	3166	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005702	3168	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005602	3170	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005502	3172	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005402	3174	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005302	3176	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005202	3178	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005102	3180	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455005002	3182	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004902	3184	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004802	3186	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004702	3188	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004602	3190	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004502	3192	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004402	3194	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004302	3196	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004202	3198	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004102	3200	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455004002	3202	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
207115212004	3203	75TH	0.0000		\$4,652.87	\$4,652.87			\$4,000.00	
206455003902	3204	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455003802	3206	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455003702	3208	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455003602	3210	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455003502	3212	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455003402	3214	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206455003302	3216	78TH ST E		\$490.32		\$1,370.90				\$1,370.90
206830010802	3255	80TH ST		\$150.39		\$150.39				\$150.39
206830010102	3255	80TH ST E		\$150.39		\$150.39				\$150.39
206830010202	3255	80TH ST E		\$150.39		\$150.39				\$150.39
206830010302	3255	80TH ST E		\$150.39		\$150.39				\$150.39
206830010402	3255	80TH ST E		\$150.39		\$150.39				\$150.39
206830010502	3255	80TH ST E		\$150.39		\$150.39				\$150.39
206830010602	3255	80TH ST E		\$150.39		\$150.39				\$150.39
206830010702	3255	80TH ST E		\$150.39		\$150.39				\$150.39
206830020102	3265	80TH ST E		\$150.39		\$150.39				\$150.39
206830020502	3265	80TH ST E		\$150.39		\$150.39				\$150.39
206830020202	3265	80TH ST E		\$150.39		\$150.39				\$150.39
206830020602	3265	80TH ST E		\$150.39		\$150.39				\$150.39

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MF CAP
206830020702	3265	80TH ST E		\$150.39		\$150.39				\$150.39
206830020302	3265	80TH ST E		\$150.39		\$150.39				\$150.39
206830020802	3265	80TH ST E		\$150.39		\$150.39				\$150.39
206830020402	3265	80TH ST E		\$150.39		\$150.39				\$150.39
206830030502	3275	80TH ST E		\$150.39		\$150.39				\$150.39
206830030102	3275	80TH ST E		\$150.39		\$150.39				\$150.39
206830030602	3275	80TH ST E		\$150.39		\$150.39				\$150.39
206830030202	3275	80TH ST E		\$150.39		\$150.39				\$150.39
206830030702	3275	80TH ST E		\$150.39		\$150.39				\$150.39
206830030302	3275	80TH ST E		\$150.39		\$150.39				\$150.39
206830030802	3275	80TH ST E		\$150.39		\$150.39				\$150.39
206830030402	3275	80TH ST E		\$150.39		\$150.39				\$150.39
206830040502	3285	80TH ST E		\$150.39		\$150.39				\$150.39
206830040102	3285	80TH ST E		\$150.39		\$150.39				\$150.39
206830040602	3285	80TH ST E		\$150.39		\$150.39				\$150.39
206830040202	3285	80TH ST E		\$150.39		\$150.39				\$150.39
206830040702	3285	80TH ST E		\$150.39		\$150.39				\$150.39
206830040302	3285	80TH ST E		\$150.39		\$150.39				\$150.39
206830040802	3285	80TH ST E		\$150.39		\$150.39				\$150.39
206830040402	3285	80TH ST E		\$150.39		\$150.39				\$150.39
206830050502	3295	80TH ST E		\$150.39		\$150.39				\$150.39
206830050102	3295	80TH ST E		\$150.39		\$150.39				\$150.39
206830050602	3295	80TH ST E		\$150.39		\$150.39				\$150.39
206830050202	3295	80TH ST E		\$150.39		\$150.39				\$150.39
206830050702	3295	80TH ST E		\$150.39		\$150.39				\$150.39
206830050302	3295	80TH ST E		\$150.39		\$150.39				\$150.39
206830050802	3295	80TH ST E		\$150.39		\$150.39				\$150.39
206830050402	3295	80TH ST E		\$150.39		\$150.39				\$150.39
206830101001	7810	CAHILL AVE	1602.5617	\$166.99		\$16,665.94			\$16,665.94	
205850006003	7916	CLAIBORNE LN	2908.3382	\$303.05		\$303.05			\$303.05	
206600100103	7928	CHARLES WAY		\$527.47		\$527.47				
206600100203	7930	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600100303	7932	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600100403	7934	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600100503	7936	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600100603	7938	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600100703	7940	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600100803	7942	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600100903	7944	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600101003	7946	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600101103	7948	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600101203	7950	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600101303	7952	CHARLES WAY		\$527.47		\$527.47				\$527.47

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA STREET RECONSTRUCTION AREA 4 - FINAL ASSESSMENT ROLL

PID NO.	HOUSE NO.	STREET NAME	DRAINAGE AREA	DRAINAGE ASSESSMENT	STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS	STORM/DRIVEWAY CREDIT	\$4,000.00 SF CAP	\$2,000.00 MIF CAP
206600101403	7954	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600101503	7956	CHARLES WAY		\$527.47		\$527.47				\$527.47
206600101603	7958	CHARLES WAY		\$527.47		\$527.47				\$527.47
		TOTAL:		\$453,264.61	\$493,204.22	\$1,482,988.43	\$33,573.52	\$18,007.39	\$1,267,675.07	



 MULTI-FAMILY	 SCHOOL DIST	 COMMERCIAL
 CHURCH	 SINGLE FAMILY	 STORM ASSESSMENT
 CITY	 TOWNHOUSE	 STREETS TO BE RECONSTRUCTED

Total Drainage Area 119.4 Acres  
Reconstruction Centerline 9339 ft (1.76mi)

**CITY PROJECT NO. 2009-09D  
URBAN STREET RECONSTRUCTION  
(SOUTH GROVE AREA 4)  
FINAL ASSESSMENT MAP**

0    187.5    375    750    1,125    1,500  
Feet



Inver Grove Heights

GIS DEPARTMENT  
MARCH 2010



Z:\PublicWorks\Engineering  
PROJECTS\_PUBLIC\2009\_PROJECTS\GIS\2009-09D AREA4 LARGE MAP.MXD



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider a Resolution Ordering the Project, Approving the Plans and Specifications and Authorizing Ad for Bid for the 2010 Pavement Management Program – City Project No. 2010-12, 59th Street (and Alley) Reconstruction**

Meeting Date: March 22, 2010  
 Item Type: Public Hearing  
 Contact: Thomas J. Kaldunski, 651-450-2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*TSK*

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

**PURPOSE/ACTION REQUESTED**

Consider a Resolution Ordering the Project, Approving the Plans and Specifications and Authorizing Ad for Bid for the 2010 Pavement Management Program – City Project No. 2010-12, 59th Street (and Alley) Reconstruction

**SUMMARY**

The project was initiated by the City Council after receiving a request from residents on 59th Street. A feasibility study was presented to the City Council and the plans and specifications have been prepared. The project involves the initial street construction of 59th Street, west of Concord Boulevard. It also includes paving of the alley from 59th Street to Linden Street. The project includes bituminous pavement, subgrade excavation/preparation, granular subgrade, aggregate base, curb and gutter construction, retaining wall construction, drainage improvements including new storm sewer near Concord Bouelvard with inlets, inverted crown on the alley and the curb and gutter, restoration of boulevards and driveways are included. The street segments included in the project are shown on the attached map (Exhibit 1) and are listed below:

- 59th Street, from Concord Boulevard to the west terminus
- Alley, between 59th Street and Linden Street

This project is being coordinated with the schedule on the Concord Boulevard Phase 3 reconstruction. 59th Street will be constructed 28-feet wide centered in the right-of-way with a widened terminus to facilitate turning movements. The alley will be paved with an inverted crown. Storm sewer improvements include the installation of two new inlets on 59th Street near Concord Boulevard. No ponding or rain gardens can be sited in the project due to the steep topography.

The project is proposed to be funded from special assessments for initial construction to the benefitted properties and the Pavement Management Fund. Minimal utility adjustments will be funded by the utilities.

Based on previous Council discussions relating to the initial construction, the preliminary assessment calculations assume a 100% assessment less the appropriate corner credits. This assessment roll recognizes the proposed assessments for the Concord Boulevard project. The storm sewer would be assessed based on the area of each parcel that drains into the improvements.

The total estimated project cost is \$118,443.33. The total amount to be assessed is estimated at \$76,049.80 (64%). The proposed preliminary assessments are shown in the attached table. The City cost for the project, based on the corner credits is \$42,393.53 (36%).

A neighborhood information meeting was held on March 11, 2010 and was attended by 7 residents. The primary discussion topics at this meeting included the proposed improvements, the retaining walls, the need to build 59th Street (west of the driveway at 4045 59th Street), schedule and impacts of the construction, impacts of the gas utility, the proposed financing and assessments, and the methodology for calculating the assessment. The group indicated general support for the project, especially if a market analysis illustrates a cap in the assessments.

The estimated assessments for single-family homes range from \$2,677.80 to \$15,945.89 per policy. Assessments for commercial properties ranged from \$10,641.09 to \$22,246.73 (\$0.15 to \$0.25 per square foot).

The appraisal analysis that was completed by Metzen Appraisals presented the opinion that an assessment amount of \$6,000.00 per single-family home could be sustained. Commercial property assessments could be sustained to \$1/square foot. If the City Council determines that this assessment recommendation will be utilized at the final assessment hearing, the proposed total assessment would be estimated at \$57,413.13.

Attached is the preliminary assessment roll showing the cumulative assessment total for each parcel per policy. When the City Council considers the assessments for this project, it may want to consider increasing the City contribution for the project to keep the cumulative project parcel assessment near the appraiser's recommended amount.

I recommend approval of the resolution ordering the project, approving plans and specifications, and authorizing the ad for bid for City Project No. 2010-12 59th Street Reconstruction.

TJK/kf

Attachments: Area map  
Preliminary assessment roll  
Resolution





TABLE 2  
CITY PROJECT NO. 2010-12- 59TH STREET AND ALLEY IMPROVEMENTS  
PRELIMINARY ASSESSMENT ROLL

MAP NUMBER	TAX PIN	OWNER NAME	OWNER ADDRESS1	PROPERTY ADDRESS	TYPE	STREET				STORM SEWER				Corner Credit	ADI-FF	RATE	Assessment	TOTAL ASSESSMENT	
						FF	Corner Credit	ADI-FF	FF Rate	Proposed Assessment	SF	SF Rate	Proposed Assessment						
105	20035102050	FRATTALONES DAWNWAY LLLP	% NICHOLAS FRATTALONE		COMMERCIAL	60	0	60	\$94.40	\$5,664.19	7183	\$0.6039	\$4,337.87	60	0	60	\$11.44	\$686.40	\$10,688.46
27	200351001051	JEANETTE MOUNTS	5901 CONCORD BLVD E	5901 CONCORD BLVD E	RESIDENTIAL	127	127	0	\$94.40	\$0.00	0	\$0.6039	\$0.00	127	127	0	\$11.44	\$0.00	\$0.00
28	204325102001	JESSE & ERIN SAMANTHA LEE	5855 CONCORD BLVD E	5855 CONCORD BLVD E	RESIDENTIAL	100	77	23	\$94.40	\$2,171.27	0	\$0.6039	\$0.00	0	0	0	\$11.44	\$0.00	\$2,171.27
102	204325103001	KEITH A & ANGELA J WUNDER-JOYCE	5873 CONCORD BLVD E	5873 CONCORD BLVD E	RESIDENTIAL	40	0	40	\$94.40	\$3,776.13	0	\$0.6039	\$0.00	0	0	0	\$11.44	\$0.00	\$3,776.13
101	204325104001	KEITH J MARSH	5897 CONCORD BLVD E	5897 CONCORD BLVD E	RESIDENTIAL	157	117	40	\$94.40	\$3,776.13	385	\$0.6039	\$232.50	157	117	40	\$11.44	\$457.60	\$4,466.23
29	204325105001	ALICE K SHANE	113 LINDEN ST	113 LINDEN ST	RESIDENTIAL	94	94	0	\$94.40	\$0.00	0	\$0.6039	\$0.00	0	0	0	\$11.44	\$0.00	\$0.00
30	204325108001	DUANE M & MISTY B BLAIR	117 LINDEN ST	117 LINDEN ST	RESIDENTIAL	0	0	0	\$94.40	\$0.00	550	\$0.6039	\$332.15	0	0	0	\$11.44	\$0.00	\$332.15
104	204325110001	JAMES W & A FYKSEN	4045 59TH ST E	4045 59TH ST E	RESIDENTIAL	80	0	80	\$94.40	\$7,552.25	9600	\$0.6039	\$5,797.52	80	0	80	\$11.44	\$915.20	\$14,264.97
103	204325112001	JOSEPH G & ROSALYN MCBRIDE	4055 59TH STE	4055 59TH STE	RESIDENTIAL	173	93	80	\$94.40	\$7,552.25	7400	\$0.6039	\$4,468.92	173	93	80	\$11.44	\$915.20	\$12,936.37
25	204325111002	SOUTH ST PAUL MOOSE LODGE	5927 CONCORD BLVD	5927 CONCORD BLVD E	COMMERCIAL	170	0	170	\$94.40	\$16,048.54	0	\$0.6039	\$0.00	170	0	170	\$11.44	\$1,944.80	\$17,993.34
						508			\$94.40	\$47,956.81	25118			337			\$11.44	\$3,855.28	\$66,628.92
										\$46,540.76			\$15,168.96						

City Contribution- Corner Credits

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

**RESOLUTION ORDERING IMPROVEMENTS, APPROVING THE PLANS AND SPECIFICATIONS,  
AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2010 PAVEMENT MANAGEMENT  
PROGRAM – CITY PROJECT NO. 2010-12, 59TH STREET RECONSTRUCTION**

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

**WHEREAS**, a resolution passed by the City Council on the 22nd day of February 2010 called for a public hearing on the proposed improvement project, City Project No. 2010-12 – 59th Street Reconstruction Project (and alley); and

**WHEREAS**, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 22nd day of March 2010, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted March 22, 2010.
2. The plans and specifications of City Project No. 2010-12 are hereby approved.
3. The Public Works Director is hereby authorized to advertise for bids with respect to City Project No. 2010-12.
4. The City Attorney is authorized to acquire the necessary easements.
5. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 22nd day of March 2010.

AYES:

NAYS:

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Dennis Madden, Acting Mayor

ATTEST:

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Melissa Rheaume, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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

Meeting Date: March 22, 2010  
Item Type: Public Hearing  
Contact: 651.450.2513  
Prepared by: Melissa Rheaume  
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:**

Conduct a public hearing 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. submitted an application for a 3.2 Off-Sale Liquor License for the premises located at 1414 Mendota Road E. The applicant currently holds a 3.2 Off-Sale License for a retail store located on Cahill Avenue, and has opened a second location on Mendota Road. The applicant has paid the fees as required by City Code and has provided proof of liquor liability insurance for the new premises proposed to be licensed. The Police Department conducted a background investigation and found no basis for denial of the application.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

Consider Application of Morris-Walkers, Ltd. dba Khoury's Restaurant & Bakery for the transfer of an On-Sale/Sunday Intoxicating Liquor License for premises located at 5660 Bishop Ave. E.

Meeting Date: March 22, 2010  
Item Type: Public Hearing  
Contact: Melissa Rheaume, Deputy Clerk  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Continue Public Hearing until April 12, 2010.

**SUMMARY** Staff requests that the Council continue the hearing until April 12th to allow more time for the background investigation to be completed and to collect information that was missing in the application.

The applicant is currently operating, just not serving alcohol.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Approval of Issues Related to the Rock Island Swing Bridge Project – City Project 2009-24**

Meeting Date: March 22, 2010  
 Item Type: Regular Meeting  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation  
 Mark Borgwardt - Parks

**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 following items related to the Rock Island Swing Bridge project:

**Contractor**

Award a contract to Lametti & Sons in the amount of \$1,859,700 for the base bid on the project and \$18,032 for the add alternate of repairing the scour under piers 4 & 5. The total contract is \$1,877,732.00.

**Construction Administration & Observation**

Award a contract to Short Elliott & Hendrickson Inc. in the amount of \$147,800 for construction observation and administration services. The fees include professional services and reimbursable expenses.

**Builders Risk Insurance**

Purchase a Builders Risk Insurance Policy providing coverage to the City during construction from AGCS Marine Insurance Company. The policy premium is \$8,509 and does not include a terrorism provision.

**MN DNR Endangered Species Takings Permit**

Approve compensatory mitigation in the amount of \$38,879 for the taking of threatened species as required by the MNDNR takings permit.

**MN DOT Material Testing**

Approve estimated costs for material testing through the MN DOT in an estimated amount of \$10,000.

**Dakota County Joint Powers Agreement**

Approve the Joint Powers Agreement with Dakota County for the \$150,000 contribution the County is making towards the project.

**Approve Acceptance of Grants**

Accept Federal Grant in the amount of \$1,300,000 and a State Grant in the amount of \$100,000.

### **Funding Source(s) for the Construction**

Approve funding sources as follows:

Federal Grant	\$1,300,000	59%
County State Aid Disaster Funds (demolition)	\$372,367	17%
Dakota County	\$150,000	7%
State of MN Historical Grant	\$100,000	5%
Host Community Fund	\$95,000	4%
Closed Bond Fund	\$95,000	4%
Park Acquisition & Development Fund	\$95,000	4%
<b>Total</b>	<b>\$2,207,367</b>	

### **Overall Construction Budget**

Approve an overall construction and demolition budget of \$2,207,367 utilized as follows:

Lametti & Sons	\$1,877,732
SEH Inc.	\$147,800
AGCS Marine Insurance Company	\$8,509
MN DNR	\$38,879
MN DOT	\$10,000
Project Contingency Budget	\$124,447
<b>Total</b>	<b>\$2,207,367</b>

### **SUMMARY**

The City has been awarded a \$1,300,000 Federal Grant and a \$100,000 MN Historical Society Grant. On May 26<sup>th</sup> the City Council hired SEH Inc. to assist the city in preparing the plans and specification, permitting, and coordination.

Generally speaking the project consists of re-using the Dakota County side of the structure and converting it into a recreational pier that includes:

- Reconstructing two spans (one at 140' and one at 250') that will connect to the existing spans to shore.
- The two new spans will have a wood deck and will be manufactured from naturally weathering steel. The spans will be 12' wide.
- Refurbishing spans 3 & 4 which will include cleaning, graffiti and lead based paint removal. The spans will not be painted.
- When complete, the project will be 670' in length.
- The finished pier will have lights installed on it and there will be lights leading up to the structure which will help provide some safety and security.
- The plans do not include security cameras or surveillance equipment.
- The existing piers will be cleaned up and repair work done to them as necessary. Scour found underneath piers 4 & 5 will be repaired.

The project timeline is as follows:

March 22, 2010	City Council considers award of bid
April 2010	Construction begins
October 2010	Project complete

The United State Coast Guard (USCG) is requiring that piers 6, 7, & 8 be removed as they are considered a hazard to navigation. Removal of piers 6, 7, & 8 are a part of the plans and specifications and the City will manage the removal of these structures. The County State Aid Disaster Fund's emergency bridge funding account will pay for all costs associated with the removal of piers 6, 7, & 8. The City and Washington County have entered into a Cooperative Agreement for Funding of Bridge 5600 Demolition which will facilitate reimbursement.

To date the City has invested \$165,000 in planning, permitting, and the development of the plans and specifications. Additionally, the County has invested \$30,300 in this effort. The County has also invested approximately \$1,130,000 in expenses related to the demolition of the structure prior to the demolition moratorium going into affect.

On March 15, 2010, Governor Pawlenty signed legislation that removed the demolition moratorium allowing our project to move forward.

Once the project is complete, the City will be responsible to maintain and insure the structure. The anticipated annual cost for deferred maintenance and insurance is as follows:

Item	Annual Cost
Rip rap (15-years)	\$5,025
Seal coat deck (5 years)	\$400
Deck replacement (15-years)	\$13,400
Bridge Inspections (2-years)	\$2,500
Underwater Inspections (5-years)	\$5,000
Lighting repair	\$3,500
Graffiti repair	\$4,000
Tree Trimming	\$1,200
Railing\Wood Deck	\$7,500
Liability Insurance	\$13,000
<b>Total</b>	<b>\$55,525</b>

### **Contractor**

A public bid opening was held on Thursday, February 11<sup>th</sup>. The City received a total of five (5) bids. The results are as follows:

	Engineers' Estimate	Lametti & Sons	Total Construction	Edward Kraemer & Sons	Global Specialty Contractors	Veit & Co.
<b>Construction</b>	\$1,571,099.66	\$1,539,700.00	\$1,553,763.15	\$1,661,077.69	\$1,833,083.75	\$1,985,662.13
<b>Removal</b>	\$375,000.00	\$320,000.00	\$325,200.00	\$395,000.00	\$495,000.00	\$545,859.37
<b>Alt 1</b>	\$25,760.00	\$18,032.00	\$48,300.00	\$41,860.00	\$128,800.00	\$30,557.80
<b>Total</b>	<b>\$1,971,859.66</b>	<b>\$1,877,732.00</b>	<b>\$1,927,263.15</b>	<b>\$2,097,937.69</b>	<b>\$2,456,883.75</b>	<b>\$2,562,079.30</b>

It is recommended that we award a contract to Lametti & Sons in the amount of \$1,859,700 for the base bid on the project and \$18,032 for the add alternate of repairing the scour under piers 4 & 5. The total contract is \$1,877,732.00.

### **Construction Administration & Observation**

Short Elliott & Hendrickson Inc. (SEH Inc.) has performed all of the preliminary engineering and has developed the plans and specifications for the project. We have secured two proposals for construction administration and observation services on the project as follows:

SEH Inc.	\$147,800
KHA Inc.	\$136,620

It is recommended to award a contract to Short Elliott & Hendrickson Inc. in the amount of \$147,800 for construction observation and administration services. The fees include professional services and reimbursable expenses. It is believed that SEH Inc. is better positioned to execute the project and address any issues that may arise with the contractor during construction due to their familiarity with the project.

### **Builders Risk Insurance**

Following advice from our insurance consultant and the City Attorney's office we have secured a quote for builders risk insurance. The builders risk insurance acts as the City's property liability insurance during construction. Once construction is complete, the City will need to purchase liability insurance.

It is recommended to purchase a Builders Risk Insurance Policy providing coverage to the City during construction from AGCS Marine Insurance Company. The policy premium is \$8,509 and does not include a terrorism provision. The City could add an additional protection against terrorism during construction for an additional \$425. Given the likelihood of a terrorist attack, we are not recommending this additional coverage.

### **MN DNR Endangered Species Takings Permit**

There have been two mussel surveys done on for the project. One coordinated by the National Park Service (NPS) at no cost to the project was completed for piers 3, 4, and 5. A second mussel survey was completed by Malacological Consultants on piers 6, 7, and 8. Based on the surveys, there are threatened mussels in the construction and demolition area. The project will need to mitigate the "taking" of these mussels through a permit issued by the MN DNR. Compensatory mitigation for the taking of the threatened mussels totals \$38,879.

It is recommended to approve the compensatory mitigation required by the MNDNR takings permit in the amount of \$38,879 (City \$7,712; State \$31,167).

### **MN DOT Material Testing**

During the course of the project, MN DOT will perform material testing therefore it is recommended that we approve estimated costs for material testing through MN DOT in an estimated amount of \$10,000.

### **Dakota County Joint Powers Agreement**

Dakota County has agreed to help fund the project through a generous contribution of \$150,000. The County and City have reviewed the attached Joint Powers Agreement and we are recommending that approval be given to the Joint Powers Agreement with Dakota County for the \$150,000 contribution the County is making towards the project.

The Park and Recreation Commission reviewed this issue on March 10<sup>th</sup> and is recommending approval.

**JOINT POWERS AGREEMENT  
BETWEEN DAKOTA COUNTY  
AND  
THE CITY OF INVER GROVE HEIGHTS  
FOR COST CONTRIBUTION TO THE  
ROCK ISLAND SWING BRIDGE REUSE PROJECT**

**WHEREAS**, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

**WHEREAS**, Dakota County (County) is a political subdivision of the State of Minnesota; and

**WHEREAS**, the City of Inver Grove Heights (City) is a Minnesota municipal corporation; and

**WHEREAS**, the Rock Island Swing Bridge (also known as the JAR Bridge or Bridge 5600) (Bridge) spanned the Mississippi River connecting the City of Inver Grove Heights in Dakota County with the City of St. Paul Park in Washington County until the eastern portion of the Bridge was removed in early 2009; and

**WHEREAS**, the City has been awarded a \$1.3 million Transportation Enhancement grant (ARRA funds) and a \$100,000 Minnesota Historical society grant for the Rock Island Swing Bridge Reuse Project (Project) which entails turning the west side of the Bridge into a recreational pier; and

**WHEREAS**, the City has acquired ownership of the Bridge through the State of Minnesota's conveyance of tax forfeited lands adjacent to the western edge of the Bridge; and

**WHEREAS**, on October 6, 2009, by Resolution No. 09-352, the County approved the conveyance of forfeited lands adjacent to the western end of the Bridge; and

**WHEREAS**, the City has requested funding assistance from the County for the Project; and

**WHEREAS**, the County is in the process of developing the Mississippi River Regional Trail (MRRT) through the City and the Dakota County 2030 Park System Plan and MRRT Development Plan identify the Bridge as a potential amenity along the MRRT; and

**WHEREAS**, the MRRT users' experience would be enhanced by the Project.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the County and the City shall derive from this Agreement, the County and the City hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1  
PURPOSE**

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for cost contribution to be provided by the County to the City for the Rock Island Swing Bridge Reuse Project (Project).

**ARTICLE 2  
PARTIES**

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Inver Grove Heights, Minnesota (City).

**ARTICLE 3  
TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2010, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4  
COOPERATION**

The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

**ARTICLE 5  
PAYMENT**

- 5.1 **COST CONTRIBUTION AMOUNT.** The County shall provide funding to the City in an amount not to exceed \$150,000.00 to be utilized by the City for the authorized purposes described in Section 5.2 below.
- 5.2 **AUTHORIZED PURPOSE.** The funding described in Section 5.1 may only be utilized for the following purpose: Payment of costs related to the engineering, design or construction of the Project.
- 5.3 **PAYMENT BY COUNTY.** The County shall make payment to the City on a reimbursement basis. Payment by the County will be made to the City after the County receives verification from the City of the following: (1) that construction of the Project is substantially complete, including the removal of all unused structures in the Mississippi River that are related to the Project; and (2) that the costs for which reimbursement is requested are related to the engineering, design or construction of the Project. Payment by the County shall be made within 45 days of receiving said verification.
- 5.4 **RIGHT TO REFUSE PAYMENT.** The County may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

**ARTICLE 6  
CITY'S OBLIGATIONS**

- 6.1 **AUTHORIZED PURPOSES.** The funding provided by the County to the City under this Agreement may only be used by the City for the authorized purposes set forth in Section 5.2 above.
- 6.2 **VERIFICATION TO RECEIVE PAYMENT.** In order to receive the funding described in Section 5.1 above, the City shall submit an invoice to the County requesting payment. In addition to the invoice, the City shall submit to the County verification of the following: (1) that construction of the Project has been completed, including the removal of all unused structures in the Mississippi River related to the Project; and (2) the costs for which reimbursement is requested are related to the engineering, design or construction of the Project.
- 6.3 **CITY SOLELY RESPONSIBLE.** The parties understand that the City is solely responsible for the engineering, design, and construction of the Project and for ongoing maintenance of the Bridge.
- 6.4 **ACKNOWLEDGEMENT.** The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices, and presentations concerning the Project. This clause shall survive the termination of this Agreement.
- 6.5 **COMPLIANCE WITH LAWS/STANDARDS.** The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations in the design and construction of the Project.

**ARTICLE 7  
INDEMNIFICATION**

To the fullest extent permitted by law, the City shall defend, indemnify and hold harmless the County and its officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the conduct or implementation of this Agreement. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the County and the City. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the County or the City any immunities or limits on liability provided by Minn. Stat. ch. 466, or other applicable state or federal law. This clause shall survive the termination of this Agreement.

**ARTICLE 8  
REPORTING, ACCOUNTING AND AUDITING REQUIREMENTS**

- 8.1 ACCOUNTING AND RECORDS.** The City agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the City for a minimum period of six years following the expiration of this Agreement.
- 8.2 AUDITING.** The books, records, documents and accounting procedures and practices of the City that are relevant to this Agreement are subject to examination by the County and the State Auditor for a minimum of six years following the expiration of this Agreement.
- 8.3 AUTHORIZED REPRESENTATIVES.** The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Lynn Thompson or successor, Director  
Physical Development Division  
14955 Galaxie Avenue  
Apple Valley, MN 55124

TO THE CITY: George Tourville or successor, Mayor  
City of Inver Grove Heights  
8150 Barbara Ave.  
Inver Grove Heights, MN 55077

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.

- 8.4 LIAISONS.** To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: Todd Howard  
Telephone: (952) 891-7108  
todd.howard@co.dakota.mn.us

City Liaison: Eric Carlson  
Telephone: (651) 450-2587  
ecarlson@ci.inver-grove-heights.mn.us

**ARTICLE 8  
MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the Authorized Representatives of the County and the City.

**ARTICLE 9  
TERMINATION**

- 9.1 IN GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- 9.2 TERMINATION BY COUNTY FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**ARTICLE 10  
MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.

**ARTICLE 11  
MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**ARTICLE 12  
SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

**ARTICLE 13  
SURVIVORSHIP**

The following provisions under this Agreement survive after the termination date of this Agreement: Section 6.3 (City Solely Responsible); Section 6.4 (Acknowledgement); Section 7 (Indemnification); Section 8 (Reporting, Accounting and Auditing); Section 10 (Minnesota Law to Govern); and Section 12 (Severability).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

**DAKOTA COUNTY**

\_\_\_\_\_  
Assistant County Attorney/Date

By \_\_\_\_\_  
Lynn Thompson, Director  
Physical Development Division  
Date of Signature: \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

By \_\_\_\_\_  
George Tourville, Mayor  
Date of Signature: \_\_\_\_\_

County Board Res. No.  
K-10-13

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CITY OF INVER GROVE HEIGHTS**

Meeting Date: March 22, 2010  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider the first reading of an **Ordinance Amendment** to the Zoning Ordinance relating to maximum allowed impervious surface coverage in the single family residential zoning districts including A, E-1, E-2, R-1A, R-1B and R-1C

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

**SUMMARY**

The City Council directed staff to conduct additional research in regards to providing a final recommendation on impervious surface coverage for single family residential zones. Engineering completed an in-depth analysis to determine that the proposed changes do not conflict with the City's storm water management system design standards.

**ANALYSIS**

Staff presented research and the suggested coverage changes at a work session on December 14, 2009. Council then directed staff to hold the public hearing on the ordinance amendment. Notice of the public hearing was sent to all the builders listed in planning applications including those that have been acted on and those still pending. The Planning Commission reviewed the ordinance over two meetings. The Planning Commission recommended that staff look at ordinance that was proposed in original planning report and modify to allow a weighting element so as the lot size categories increase; they are allowed at least the same amount of coverage as the smaller lot size category.

A summary of the significant changes to the current ordinance include:

1. Covers impervious surface only in the single family districts. Does not make any changes to the multiple family, commercial, industrial or institutional districts. Does not affect the Northwest Area.
2. Creates impervious surface coverage limits by lot size and eliminates by zoning district. Lot sizes vary significantly within each district and a one size fits is not the most effective. Smaller lots are weighted more while coverage limits decrease as lot sizes increase. Each impervious surface category provides an initial increase in coverage to address the inequity between lots at either end of a lot size category.
3. Removing building coverage limit in E-1 and E-2 and replacing with impervious surface coverage.
4. Allows a built in additional coverage with a conditional use permit. Conditions of CUP would require landowner to provide means to control runoff from the additional lot coverage.

**RECOMMENDATION**

Planning Staff. Planning and Engineering recommend approval of the first reading of the ordinance amendment as proposed.

Planning Commission. Recommends approval of the ordinance amendment as proposed (8-0).

Attachments: Ordinance Amendment  
Planning Commission Recommendation  
Planning Report  
Supplemental Planning Report

**FIRST READING**

March 22, 2010

**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

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

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10, CHAPTERS 7, 8 AND 9 AS THEY RELATE TO IMPERVIOUS SURFACE COVERAGE IN THE A, AGRICULTURAL, E-1, E-2, ESTATE RESIDENTIAL AND R-1A, R-1B, R-1C, SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS AND BUILDING COVERAGE IN THE E-1, E-2 ESTATE RESIDENTIAL ZONING DISTRICTS**

The City of Inver Grove Heights hereby ordains as follows:

**SECTION 1. AMENDMENT.** Inver Grove Heights City Code Title 10: Chapter 7, **Agricultural District**, Section 10-7-2, Chapter 8, Article A. **E-1 2 ½ Acre Estate District**, Section 10-8A-2, and Chapter 8, Article B. **E-2 1 ¾ Acre Estate District**, Section 10-8B-2 are hereby amended to add the following:

**D. Impervious Surface Standards:**

**Maximum Impervious Surface Allowed:**

<b>Lot Size (in square feet unless otherwise indicated)</b>	<b>Maximum Allowed (without CUP) (percentage of lot area unless otherwise indicated)</b>	<b>Additional Allowed With CUP</b>
<b>0 - 9,000</b>	<b>40%</b>	<b>10% of lot area</b>
<b>&gt; 9,000 - 12,500</b>	<b>35% but not less than 3,600 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;12,500 - 17,000</b>	<b>30% but not less than 4,375 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;17,000 - 25,000</b>	<b>25% but not less than 5,100 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;25,000 - 1 Acre</b>	<b>20% but not less than 6,250 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;1 Acre - 2.5 Acres</b>	<b>15% but not less than 8,700 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;2.5 Acres - 5 Acres</b>	<b>10% but not less than 16,335 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt; 5 Acres</b>	<b>43,560 sq. ft.</b>	<b>22,000 sq. ft.</b>

**1. Additional impervious surface may be allowed by conditional use permit as listed above, provided the following criteria are met:**

**(a) A stormwater management system shall be constructed within the property (not within any public easements or right-of-way) that meets the best management practices design criteria as set forth in the northwest area ordinances and stormwater manual.**

**(b) The stormwater management system and grading plan (including necessary details for construction, showing proper location, material, size, grades and vegetation) shall be approved by the engineering division prior to ground disturbance or installation of the facility.**

**(c) The stormwater management system is considered a private system and the responsibility of maintenance is that of the owner.**

**(d) The design of the facility shall provide storage and treatment for the 100 year event volume as it relates to the additional impervious surface being considered with a conditional use application.**

**(e) A stormwater facilities maintenance agreement shall be entered into between the applicant and city to address responsibilities and maintenance of the stormwater system.**

**(f) An escrow or fee, to be determined by the city engineer, shall be submitted to the city with the stormwater management system submittal. The final amount and submittal process shall be determined by the city by the time the owners are ready to submit the stormwater management system and grading plan. Surety shall be provided to ensure construction of the system according to the plans approved by the city engineer.**

**(g) The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.**

**SECTION 2. AMENDMENT.** Inver Grove Heights City Code Title 10, Chapter 9A, Article A. **R-1 One-Family Residential Districts**, Section 10-9A-2 is hereby amended to remove and replace as follows:

**D. Impervious Surface Standards**

**~~1. For lots that meet the minimum lot size requirement:~~**

**~~a. A maximum of 25% of impervious surface is allowed.~~**

**~~b. Up to 30% of impervious surface may be allowed by Conditional Use Permit, provided the following criteria are met:~~**

~~(1) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.~~

~~(2) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.~~

~~(3) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.~~

~~(4) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.~~

~~(5) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.~~

~~(6) The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.~~

~~2. For lots that do not meet the minimum lot size requirement:~~

~~a. A maximum of 25% of impervious surface is allowed.~~

~~b. A Conditional Use Permit, may be obtained to exceed the allowed maximum impervious surface, if the following criteria are met:~~

~~(1) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.~~

~~(2) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.~~

~~(3) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.~~

~~(4) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.~~

~~(5) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.~~

~~(6) The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.~~

**Maximum Impervious Surface Allowed:**

Lot Size (in square feet unless otherwise indicated)	Maximum Allowed (without CUP) (percentage of lot area unless otherwise indicated)	Additional Allowed With CUP
0 - 9,000	40%	10% of lot area
> 9,000 - 12,500	35% but not less than 3,600 sq. ft.	10% of lot area
>12,500 - 17,000	30% but not less than 4,375 sq. ft.	10% of lot area
>17,000 - 25,000	25% but not less than 5,100 sq. ft.	10% of lot area
>25,000 - 1 Acre	20% but not less than 6,250 sq. ft.	10% of lot area
>1 Acre - 2.5 Acres	15% but not less than 8,700 sq. ft.	10% of lot area
>2.5 Acres - 5 Acres	10% but not less than 16,335 sq. ft.	10% of lot area
> 5 Acres	43,560 sq. ft.	22,000 sq. ft.

**1. Additional impervious surface may be allowed by conditional use permit as listed above, provided the following criteria are met:**

**(a) A stormwater management system shall be constructed within the property (not within any public easements or right-of-way) that meets the best management practices design criteria as set forth in the northwest area ordinances and stormwater manual.**

**(b) The stormwater management system and grading plan (including necessary details for construction, showing proper location, material, size, grades and vegetation) shall be approved by the engineering division prior to ground disturbance or installation of the facility.**

**(c) The stormwater management system is considered a private system and the responsibility of maintenance is that of the owner.**

**(d) The design of the facility shall provide storage and treatment for the 100 year event volume as it relates to the additional impervious surface being considered with a conditional use application.**

(e) A stormwater facilities maintenance agreement shall be entered into between the applicant and city to address responsibilities and maintenance of the stormwater system.

(f) An escrow or fee, to be determined by the city engineer, shall be submitted to the city with the stormwater management system submittal. The final amount and submittal process shall be determined by the city by the time the owners are ready to submit the stormwater management system and grading plan. Surety shall be provided to ensure construction of the system according to the plans approved by the city engineer.

(g) The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.

**SECTION 4. AMENDMENT.** Inver Grove Heights City Code Title 10, Chapter 8, Article B. **E-2 1 ¾ Acre Estate District**, Section 10-8B-2 is hereby amended to remove the following:

A. Minimum Standards:

~~Building coverage (maximum) — 5 percent of lot area~~

**SECTION 5. AMENDMENT.** Inver Grove Heights City Code Title 10, Chapter 8, Article A. **E-1 2 ½ Acre Estate District**, Section 10-8A-2 is hereby amended to remove the following:

A. Minimum Standards:

~~Building coverage (maximum)~~

~~Lot size >= 5 acres — 5 percent of lot area~~

~~Lot size < 5 acres — 4,000 square feet~~

**SECTION 6. AMENDMENT.** Inver Grove Heights City Code Title 10, Chapter 15, Section 18: Accessory Structures, is hereby amended to read as follows:

A. Each detached accessory structure to single-family residential uses in all E-2, R-1 and R-2 zoning districts shall not exceed a total maximum gross floor area of one thousand (1,000) square feet. The gross floor area figure may exclude any usable attic space or loft space. ~~In all R-1 zoning districts, the total maximum lot coverage by all structures shall not exceed twenty percent (20%).~~ The total number of all detached accessory structures on lots in the E-2, R-1 and R-2 zoning districts shall be limited to one.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

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

Attest:

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

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** February 16, 2010  
**SUBJECT:** **CITY OF INVER GROVE HEIGHTS – CASE NO. 09-44Z**

**Reading of Public Notice**

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to the Zoning Ordinance relating to the maximum allowed impervious surface coverage in the single-family residential zoning districts including A, E-1, E-2, R-1A, R-1B, and R-1C. No notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that City Council directed staff to conduct additional research on impervious surface coverage in regards to the temporary ordinance amendment they adopted last year (which expires in June, 2010) which raised the allowed impervious coverage to 25% and gave the option to get a conditional use permit for up to 30%. In response to the request, engineering staff has since finished the necessary studies to establish an appropriate maximum impervious coverage, as listed in the staff report. Mr. Hunting advised that the proposed amendment only affects the single family residential zoning districts and does not have an impact on the commercial, industrial, or multi-family lots, nor the Northwest Area. Staff is recommending that the building coverage standards be eliminated from the E-1 and E-2 zoning districts and impervious coverage maximums be applied to those districts. Staff is also proposing that the City no longer limit impervious surface coverage by the single family residential zoning district, but rather by lot size. Mr. Hunting advised that staff analyzed the variance applications that were processed over the last two years with the existing 25% limit. Of the 16 cases reviewed, there would be only one variance and five conditional use permits required if they were reviewed against the proposed impervious surface limits. Mr. Hunting advised that staff is still recommending that residents be allowed to request a conditional use permit for additional impervious surface coverage; but be required to provide additional mitigation as outlined in the seven conditions of approval. Mr. Hunting advised that staff recommends approval of the ordinance amendment as proposed.

Commissioner Wippermann asked if the proposed ordinance amendment changed any other bulk standards (i.e. setbacks, accessory buildings, etc.), to which Mr. Hunting replied it did not.

Commissioner Wippermann asked if homeowners could still request a variance if they wanted to exceed the allowed conditional use permit percentages, to which Mr. Hunting replied in the affirmative.

Chair Bartholomew suggested modifying the CUP column on the proposed table to read '**an increase up to**' so as to avoid a misunderstanding that an additional 50%, 45%, etc. of impervious surface could be gained.

Commissioner Simon asked if all the approved rain gardens in the City would be inventoried in

the City's list of private stormwater facility systems in GIS.

**Opening of Public Hearing**

Steve Dodge, Assistant City Engineer, advised that all stormwater systems in the City, including private ones, would be located by GPS and would be required to have stormwater facility maintenance agreements.

Commissioner Simon asked how future homebuyers would be made aware of private stormwater facilities and their required maintenance.

Mr. Dodge replied that all stormwater facility maintenance agreements would be recorded at the County; therefore, homebuyers would learn of the facilities during a property search.

Commissioner Simon questioned whether potential homeowners would do a property search.

Mr. Dodge stated that realtors typically do property searches. He added that at some point in the future, if staffing levels are available, the City would like to send an annual follow-up letter to all homeowners with private stormwater facilities.

Chair Bartholomew asked if homeowners could incorporate any of the approved private stormwater facility methods, not just rain gardens, to which Mr. Dodge replied in the affirmative.

Chair Bartholomew restated that the City was not specifically requiring a rain garden, just advising that it was probably the best option. He then referred to the Impervious Surface Lot Sampling Table and questioned why lots less than 9,000 square feet were only allowed 40% when the lot sampled actually had 45% of existing impervious surface.

Mr. Dodge replied that 40% of impervious surface would be consistent with NRCS recommendations. He noted that property owners also had the option of requesting a conditional use permit for up to 50%.

Chair Bartholomew stated it was unlikely they would run into many issues as there weren't a lot of lots under 9,000 square feet in the city.

Mr. Dodge asked planning staff if there were any variances requested in the past for lots less than 9,000 square feet.

Mr. Hunting replied he was unsure but knew there were few lots of that size. He stated that staff would look further into this issue.

Chair Bartholomew asked staff to explain the GIS system.

Mr. Dodge advised that GIS (Geographic Information System) is a global computer drafting system that the City uses for various different reasons. He advised that the system is linked to Dakota County and consists of many layers (i.e. roadways, aerial photography, stormwater facilities, streets, water mains, etc.). The system was used when doing the analysis for this request to determine exact impervious surface on lots and developments.

Chair Bartholomew asked if there had been any consideration to a water issue that had been brought to the City's attention a couple months ago in the southern part of the city.

Mr. Dodge stated he did not personally work on the McDonald application, but he knew staff had reviewed the situation and determined there was a high water table in that area. He was not sure of the final status, but stated staff was looking into ways of solving the problem, perhaps with the utilization of additional storm systems and sump pumps.

Commissioner Wippermann stated he felt the proposed table was not equitable. He advised that a homeowner with a 17,000 square foot lot would be allowed 5,100 square feet of impervious surface (30%) whereas someone with a 17,100 square foot lot would only be allowed 4,275 square feet of impervious surface (25%) because it moved them down to the next category.

Mr. Hunting advised that no matter where you make the lot size break that situation will always occur.

Commissioner Wippermann suggested perhaps using a graduated system where a person with a 17,100 square foot lot would be allowed 30% of the first 17,000 square feet and then 25% of the additional 100 square feet. He stated that if using the table proposed by staff a lot owner would have to have a 20,400 square foot lot in order to be allowed the same 5,100 square feet of impervious surface as a person with a 17,000 square foot lot.

Commissioner Schaeffer advised he had the same concern as Commissioner Wippermann, stating there was an even greater inequity between the 2.5 - 5 acre category and the 5 acres or above. He stated a graduated table would be more equitable and consistent.

Mr. Dodge stated staff would look further into the possibility of a graduated table, but pointed out that landowners did have the option of requesting a conditional use permit for additional impervious surface.

Commissioner Wippermann suggested for lots greater than 5 acres perhaps allowing 10% with a maximum of one acre.

Commissioner Simon asked if the conditional use permit percentages would also have to be modified if it was changed to a graduated system.

Mr. Dodge stated he was concerned that a graduated system would be too complicated and cumbersome.

Commissioner Wippermann stated he understood Mr. Dodge's concerns but yet wanted the ordinance to be fair to all homeowners.

Commissioner Gooch questioned whether someone with a 17,100 square foot lot would have to start their calculations at the top of the table (i.e. 40% of the first 9,000 square feet, 35% of the next 3,500 square feet, etc.).

Commissioner Wippermann stated although what Commissioner Gooch was suggesting could

be done, he didn't feel they would necessarily have to walk it all the way up. He pointed out that it would, however, increase the impervious surface coverage.

Mr. Dodge advised that the proposed percentages follow the NRCS recommendations as well as standards that are used by stormwater design professionals. He stated he would have to re-evaluate the graduated system being discussed to ensure it would not overtax the city's stormwater system. He advised that the table proposed by staff is an amount the City is comfortable with.

Commissioner Hark stated that while he appreciated Commissioner Wippermann's concerns, he felt the table proposed by staff was acceptable and easy to understand, especially with the possibility of a conditional use permit for additional impervious surface. Commissioner Hark questioned how the public would be made aware of the new standards.

Mr. Hunting stated the information would be put on the City's website as well as in the *Insights* newsletter.

Commissioner Hark recommended that a letter go out to contractors as well.

Commissioner Roth suggested that an impervious surface calculator be put on the City's website to enable the public to determine the impervious surface allowed for their lots.

Chair Bartholomew requested that Mr. Dodge provide the rationale for the specific lot size break points prior to this item going to City Council.

Mr. Dodge advised that the recommendations being presented tonight were based on a year and a half of research done by staff, and would keep it simple as well as meet the national guidelines for stormwater design. He stated they specifically broke the majority of the city lots (those between 9,000 and 25,000 square feet) into three tiers in order to evenly distribute impervious surface.

Commissioner Schaeffer commented that if someone were just over the break point perhaps we could deal with it on a case-by-case basis by considering the inequity an acceptable hardship for a variance.

Commissioner Wippermann stated he believed that would leave too much to subjective determination and would to some extent negate the hardship regulation. He suggested the item be tabled.

Commissioner Scales asked what the rationale was for determining the proposed break points. He questioned whether the majority of the lots within each category fell in the middle of the break points, stating that if that was the case there would not be many people affected by the inequity.

Mr. Hunting replied that staff analyzed the lot sizes and compared them to lot coverage and determined the specific tiers based on that information.

Mr. Dodge stated that the ordinance needs to be simple enough for developers to use without

difficulty, and he advised that the proposed table was much better than other ordinances in the metro area.

Commissioner Roth thanked staff for their hard work on the proposed amendment.

Commissioner Wippermann agreed that the proposed table was much better than the existing requirements; he was simply concerned about the equity issue.

Chair Bartholomew stated that seeing the rationale for the different tiers and percentages would determine whether there was even an issue.

Commissioner Wippermann reiterated that he would like to table this item pending further information from staff regarding the various tier rationale and research into whether a graduated table would be possible.

Commissioner Simon asked if tabling the item would affect the scheduled March 8 City Council date, to which Mr. Hunting replied it would likely shift it to a later agenda.

Commissioner Schaeffer stated he was concerned that if a graduated system was adopted the percentages for each tier would likely have to be lowered in order to stay within the maximum overall allowed impervious surface for the stormwater system as a whole.

Commissioner Scales reiterated that using a bell curve to show where the existing lots fit into the various proposed tiers would help predict whether or not inequity would be an issue.

Mr. Dodge advised he would use GIS to determine how many lots fit into each tier, etc.

Motion by Commissioner Wippermann, second by Commissioner Simon, to continue to March 2 the request for an ordinance amendment to the Zoning Ordinance relating to maximum allowed impervious surface coverage in the single family residential zoning districts including A, E-1, E-2, R-1A, R-1B, and R-1C pending further information from staff regarding the various tier rationale and research into whether a graduated table would be possible.

Motion carried (9/0).

Commissioner Simon asked the Commissioners to bring their staff reports for this item to the next meeting.

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** March 2, 2010  
**SUBJECT:** **CITY OF INVER GROVE HEIGHTS (Impervious Surface) – 09-44Z**

**Public Hearing (continued from February 16, 2010)**

Chair Bartholomew advised that this item was tabled from the last meeting for further review and additional information.

Mr. Hunting advised there was concern at the last meeting regarding some fairness issues with the ordinance design and that it caused some inequity for different lot size categories. After further research, and a meeting with Commissioner Wippermann, staff is recommending adoption of the table listed in the report as Alternate #1.

Mr. Dodge explained the modifications in Alternative #1, stating that the new table eliminated inequities while still being simple enough to use. He discussed the 9,000-12,500 tier which allows a maximum of 35% but not less than 3,600 square feet. Mr. Dodge explained that 3,600 square feet is derived by calculating 40% (from the tier above) of 9,000.

Chair Bartholomew stated the proposed table removed the inequities while still being understandable. The only concern he had was that the calculations involved in converting acres to square footage could be cumbersome.

Commissioner Wippermann thanked staff for their work on the impervious surface restructuring.

**Planning Commission Recommendation**

Motion by Commissioner Wippermann, second by Commissioner Simon, to approve the zoning code amendment regarding impervious surface using Alternate Table #1 as listed in the report.

Motion carried (8/0). This item goes to the City Council on March 22, 2010.

**PLANNING REPORT  
CITY OF INVER GROVE HEIGHTS**

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**REPORT DATE:** February 9, 2010 **CASE NO.:** 09-44Z

**APPLICANT:** City of Inver Grove Heights

**PROPERTY OWNER:** N/A

**REQUEST:** Zoning Code Amendment relating to Impervious Surface Standards

**LOCATION:** N/A

**HEARING DATE:** February 16, 2010

**COMPREHENSIVE PLAN:** N/A

**ZONING:** N/A

**REVIEWING DIVISIONS:** Planning  
Engineering **PREPARED BY:** Allan Hunting  
City Planner

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**BACKGROUND**

The City Council directed Staff to conduct additional research in regards to providing a final recommendation on impervious surface coverage. Engineering has been studying the issue for the past year. This memo provides a summary of that analysis and a recommendation for coverage limits.

**History**

**2002:** The City of Inver Grove Heights passed an ordinance amendment that established a maximum allowed impervious coverage on all R-1 zoned lots. The ordinance stated that lots were allowed to have “the lesser of 4,000 square feet or 30% of the lot area”.

**2007:** City Council amended the allowed building coverage on E-2 zoned lots. Prior to the amendment, City Code allowed 4,000 square feet of building coverage on all E-2 zoned lots. The amendment changed the ordinance to allow 4,000 square feet of building coverage on lots less than 5 acres and 5% on lots greater than 5 acres.

**2008:** In response to a surge in variance requests on large lots zoned R-1, City Council passed an amendment that made the maximum allowed impervious coverage 20%. It also allowed for a conditional use permit for lots that didn't meet the minimum lot size. The percentage was chosen based on the analysis of a small subset of developed residential areas. Staff recognized

that further studies would have to be conducted to determine what the appropriate percentage should be for a given zoning classification.

**2009:** In response to a continual variance requests on standard lots within the R-1 zoning district, City Council passed a temporary ordinance amendment that raised the allowed impervious coverage to 25% and gave the option to get a conditional use permit for up to 30% of coverage. This ordinance was passed to help property owners while staff finished the studies on impervious coverage. This temporary ordinance expires in June, 2010.

Engineering staff has since finished the necessary studies to establish an appropriate maximum impervious coverage. The details of those studies can be found in the Analysis section.

### **Purpose**

The purpose of this ordinance is to limit the allowed maximum impervious coverage so it maintains the integrity of the City's storm sewer system while still allowing residents to be able to use their property for its intended purpose. Furthermore, establishing a maximum allowed impervious coverage creates more aesthetically pleasing neighborhoods as the lots have parameters for development which in effect helps standardize the bulk or size of houses producing continuity and maintaining character throughout neighborhoods.

### **Zoning Impact**

This ordinance amendment would only have an impact on the single-family residential zoning districts. More specifically, the following zoning districts would be affected:

- A, Agricultural District
- E-1, 2 ½ Acre Estate District
- E-2, 1 ¾ Acre Estate District
- R-1, Single Family Residential District (R-1A, R-1B, R-1C)

This ordinance amendment would **NOT** have an impact on the following zoning districts:

- I-1 and I-2 - Industrial Districts
- B-1, B-2, B-3 - Commercial Districts
- R-2, R-3, R-4 - Multi-family Residential Districts
- Northwest Area

Each of these zoning districts has a standard for impervious coverage. The Northwest Area has a separate ordinance with specific storm water requirements and therefore, it would not be affected by this amendment.

**3. ANALYSIS:** Establishing an allowed maximum impervious coverage is important. It creates consistency within neighborhoods and it ensures that the city's sewer isn't over-taxed, which could lead to failure (I.e. flooding). Both the Planning and Engineering Departments have conducted studies to determine what the appropriate maximums would be. During our research, it was determined that it would be best to restructure how we limit impervious

coverage. Instead of limiting it by the single family residential zoning district subsets, it is more logical to limit them by lot size. The reason for this is that the lot sizes within the zoning districts can vary greatly. For example, there are lots in the R-1 zoning district that are 7,000 square feet and there are lots in the R-1 zoning district that are 44,000 square feet (over 1 acre). To allow for each of these lots to have the intended uses, the small lot would require a higher percentage of impervious coverage. Conversely, the large lots would need a lower percentage for a typical use. Therefore, staff has drafted an ordinance that limits impervious coverage by the lot size, not the zoning district. However, please remember that this amendment still only affects the single family residential zoning districts. It does not have an impact on the commercial, industrial or multi-family lots.

You will also notice that the proposed amendment applies to the E, Estate and A, Agricultural zoning districts. Currently the E-1 and E-2 zoning districts have a maximum building coverage. To create consistency and better regulate storm water runoff, staff is proposing that the building coverage standard be eliminated and impervious coverage maximums be applied to those districts.

### **ENGINEERING ANALYSIS**

Engineering Staff have completed a review of the impervious surface area ordinance, current development impervious surface conditions, existing storm water system designs, knowledge of past storm water system performance, and National Resource Conservation Service guidelines in order to provide recommendations for impervious surface coverage. The City GIS Staff utilized aerial photography to draft and generate the average impervious surface area of 34 developments (Exhibit 1). They also provided grouped samplings of 1647 developed lots, excluding roadway and green space, in order to provide the average lot impervious surface data. Lastly, GIS and Planning staff sampled impervious surface coverage of 122 individual lots varying in size from one-sixth acre to over one-half acre from multiple developments. Engineering staff reviewed and interpolated the storm water system designs for 12 developments, analyzed and charted the impervious surface data generated by GIS and planning, and worked with Planning in providing the recommendations for impervious surface coverage requirements. This report represents the results of the review and provides recommendations for impervious surface area standards, based on size of a single family residential lot, for the City's Impervious Surface Ordinance.

The Engineering Staff review of the existing storm water facilities design and past performance has found that there were enough conservative measures provided in most designs to allow the recommended impervious surface requirements. It should be noted that the recommended impervious surface requirements have **not** had a storm water hydraulic analysis performed on the potential impacts of the recommendations. This analysis on a few sample areas could be done in the future if time and funding allow. Based on the results of the analysis and the fact that the storm water management system has historically had few problems in large rainfall events, staff believes the proposed standards will not compromise the integrity of the system. The City still may see a number of Conditional Use Permits (C.U.P.); however, because staff's

recommendation is that the C.U.P.'s be required to provide storm water storage volume for a 100-year storm, this will maintain the existing storm water system capacity and improve storm water quality, which will aid in better meeting MS4 (municipal separate storm sewer system) and non-degradation guidelines from the Pollution Control Agency. The storm water retained in rain gardens or other storm water facilities constructed on the individual residential lot to meet the C.U.P. requirements will protect the neighbors and residents downstream from impacts of the impervious surface being added.

The Engineering Division has developed a cost effective method for owners of single family lots to construct rain gardens for mitigating the impact to our storm water management system from additional hard surfaces. These additions exceed the impervious surface area permitted by code under a conditional use permit. A standard detail spelling out the rain garden design and construction criteria has been developed along with a Storm Water Facilities Maintenance Agreement (SWFMA) which is recorded against the property. There is a \$750 cash escrow required to address Engineering Staff and City Attorney's time and expenses in implementation, preparation, review, and inspections related to the rain garden. The rain garden can be placed anywhere on the property outside of easements and right-of-way. The rain garden collects storm water run-off from an equivalent amount of additional impervious surface as approved by the conditional use permit. When the project is completed, the rain garden will be located by GPS and added to the City's private storm water facility system in GIS. Any remaining escrow would be returned to the owner. This process saves the home owner time and expenses (thousands of dollars) in finding a qualified engineer to develop their own storm water facility and associated plans.

The owner will be required to submit the escrow and executed SWFMA prior to the building permit being issued. The owner will need to complete the rain garden (including plantings and mulch) prior to final inspection of the building or addition. Since the rain garden will become part of the MS4 (Municipal Separate Storm Sewer) private storm water systems, the City would have rights through the SWFMA to inspect and ensure the rain garden is maintained. In the event the rain garden is in need of repair and the Owner has not responded to notifications, the City has rights to repair the rain garden and levy the expenses against the property Owner's taxes.

A typical example of a rain garden sized for the 100-year storm volume is the McDonald Construction Variance at 11617 Aileron Court approved by City Council in 2009. The owner was requesting a variance to exceed the impervious surface requirement by 370 square feet. The rain garden sizes required to retain the 100-year storm volume were: 9' x 10' rain garden with 1-foot of water depth and 3 feet of engineered soils (sand and compost); or 10' x 12' rain garden with 1-foot water depth and 1.5 feet of engineered soils. The size of the rain garden is about 2.5% of the lot size. Typically the storm water management facilities use up 2% or more of land space depending on the percentage of impervious surface being proposed.

The Engineering Staff recommends that a process be put in place to work with and educate the public when a resident is deciding to add impervious space to their lot. There are cases when residents are adding substantial landscaping, driveway, or patios that currently do not require a permit; therefore, are completed without the knowledge of exceeding the impervious space requirements by ordinance.

**RECOMMENDATION**

Staff recommends that the following table be adopted as part of the City Code to establish an allowed maximum impervious coverage on all single family lots within the R-1, E-1 and E-2 and A zoning districts.

Proposed Table:

<b>Lot Size</b> (in square feet, unless otherwise indicated)	<b>Allowed Maximum Impervious Surface</b> (percentage of lot area, unless otherwise indicated)	<b>CUP for Additional Impervious Surface</b>
0 - 9,000	40%	50%
> 9,000 - 12,500	35%	45%
>12,500 - 17,000	30%	40%
>17,000 - 25,000	25%	35%
>25,000-1 Acre	20%	30%
>1 Acre - 2.5 Acres	15%	25%
>2.5 Acres - 5 Acres	10%	20%
> 5 Acres	1 Acre Maximum	22,000 sq. ft.

As another cross reference to check the proposed numbers, staff analyzed the variance applications that were processed over the last two years with the existing 25% limit. Of the 16 cases reviewed, there would be only one variance and five conditional use permits required if they were reviewed against the proposed impervious surface limits today. This gives staff further confidence that the numbers proposed represent real world values and that if lot owners request to vary from these numbers, then there is a large amount of coverage on the lot and some type of mitigation is necessary.

**ALTERNATIVES**

The Planning Commission has the following alternatives available for the proposed request:

**A. Approval** If the Planning Commission finds the application acceptable, the Commission should recommend approval of the zoning code amendment or approval with recommended changes.

**B. Denial** If the Planning Commission finds that the zoning code amendment is not acceptable, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

Attachments: Exhibit 1 - Map of Subdivisions included in Impervious Surface Study  
Examples of Impervious Surface Coverage on Different Sized Lots  
Table 1 - Impervious Surface Lot Sampling  
Ordinance Amendment

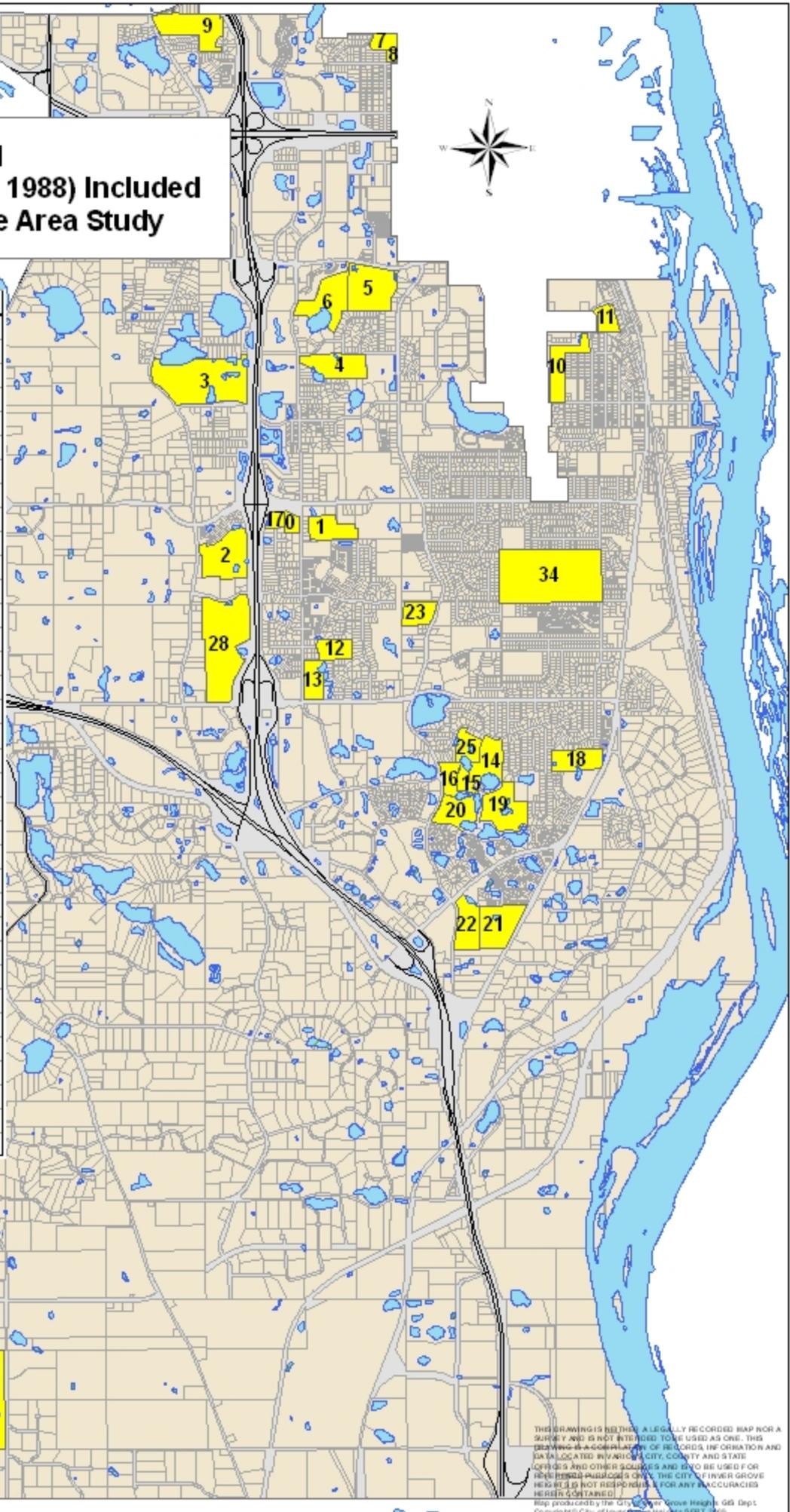


## EXHIBIT 1

### Subdivisions (built after 1988) Included in Impervious Surface Area Study



FID	Name
0	GLEN MEADOW
1	MICHAEL D. DUPOIN 4TH ADD
2	IIVERWOOD ESTATES
3	SALEM HILLS FARM
4	WOODHAVEN PONDS
5	MAJESTIC WOODLANDS
6	FORESTHAVEN
7	KELLY LAKE ADD
8	BETHESDA ADD
9	GROVELAND PARK #1&2
10	VILLAGE HEIGHTS
11	DAWII WAY RIDGE
12	KRYZER ADD
13	KASSAN HOEKSTRA HIGHLANDS
14	TIMBER PONDS
15	ARBOR POINTE 2ND ADD
16	BIRCHWOOD PONDS NORTH
17	PONDVIEW ESTATES
18	AUTUMN WOODS
19	BIRCHWOODS PONDS EAST 2ND ADD
20	BIRCHWOODS PONDS SOUTH
21	HIDDEN FOREST
22	ARBOR CREST
23	VALLEY VIEW POINT
24	BOULDER CREST
25	WHISTLETREE WOODS
26	CLIFFWOOD ADDITION
27	SOUTHERN LAKES
28	IIVER GROVE ESTATES
29	SOUTHERN TERRACE ESTATES
30	WOODLAND PRESERVE
31	SOUTHERN LAKES ESTATES
32	PIKE VALLEY ESTATES
33	BROADMOOR
34	SOUTHGROVE #2



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A GENERALIZATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND SHOULD NOT BE USED FOR ANY PURPOSES OTHER THAN THE CITY OF INVER GROVE HEIGHTS. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN OR THEREIN. (CITY OF INVER GROVE HEIGHTS GIS DEPT. REPRODUCED BY THE CITY OF INVER GROVE HEIGHTS GIS DEPT. COPYRIGHT © CITY OF INVER GROVE HEIGHTS, SEPT 2009)



# Lot Size to Impervious Coverage Examples



**Lot size:** 10,421 sq ft  
**Impervious Surface:** 3140 sq ft  
**Coverage:** 30.1%



**Lot size:** 40,090 sq ft  
**Impervious Surface:** 6192 sq ft  
**Coverage:** 15.4%



NOT TO SCALE



# Lot Size to Impervious Coverage Examples



**Lot size:** 13,236 sq ft  
**Impervious Surface:** 3914 sq ft  
**Coverage:** 29.6%



**Lot size:** 2.5 acres  
**Impervious Surface:** 8402 sq ft  
**Coverage:** 7.7%



NOT TO SCALE

# CITY OF INVER GROVE HEIGHTS IMPERVIOUS SURFACE STUDY

**Table 1:** Individual Lot Sampling of Typical lots \* December 9, 2009

Lot Size Range	No. Lots	No. Developments	Lot Impervious Surface Range	Lot Impervious Surface Average
<9000 SF	1	1	n/a	45%
9000-12500 SF	7	12	20 - 38%	30%
12500-17000 SF	20	12	17-28	23%
17000-25000 SF	38	16	12-35%	19%
25000 SF to 1 Ac	16	11	11-27%	16%
1 to 2.5 Ac	3	3	7-9%	8%
2.5 to 5 Ac	2	1	8-9%	8%
>5 Ac	n/a	n/a	n/a	n/a
<b>Total lots</b>	<b>87</b>			

\* A typical individual lot of a certain size was digitized and sampled in 24 developments.

## MEMO

### CITY OF INVER GROVE HEIGHTS

**TO:** Planning Commission

**FROM:** Allan Hunting, City Planner

**DATE:** February 26, 2010

**SUBJECT:** IMPERVIOUS SURFACE ORDINANCE AMENDMENT

The Planning Commission tabled the discussion of the ordinance amendment at the February 16 meeting in order for Staff to provide some additional background material. The Commission was concerned about the ordinance design and that it caused some inequities for different lot size categories. The Commission also requested staff to provide the background information so the Commission could see some of the actual data.

Staff met with Commissioner Wipperman to discuss some of his ideas on how to remove most of the inequities of the ordinance. As you may recall, staff proposed a different method of assigning impervious surface coverage which is by lot size category rather than by zoning district. Because there is such a large variation of lot size in each zoning district, it was determined that a better way would be to establish different lot size categories and assign maximum impervious surface limits to each. As originally designed, there is an inequity at the break of the lot size categories. A lot which falls just over the lot size limit of the lesser category would be penalized because it falls into an impervious surface limit which is less than a lot which is actually smaller. For example, in the 9000 - 12,500 category, a lot with 12,400 square feet is allowed 35% coverage or 4340 square feet. Yet a lot that is 12,600 square feet is allowed only 30% or 3780 square feet. If it was determined that a 12,400 square foot lot could accommodate 4340 square feet impervious, then it would make sense that a lot 200 square feet larger should be able to cover at least the same amount of impervious surface. Staff has prepared two alternate tables which provide a scale which addresses the largest of the inequities between categories. As lot size categories increase, they are allowed at least the same amount of coverage as the smaller lot size category. Alternatives 1 and 2 have the exact same breakdowns, only stated in different ways in an attempt to make it as clear as possible. Staff believes Alternative #1 is the clearest example.

Staff has also provided tables on the detailed lot by lot impervious calculations. Four different tables are provided which sort the same data in different ways. Also included is a table which charts out number of lots in each lot size category and by lot size. The tables show that 50% of the residential lots fall within the 9000 - 17,000 square foot categories.

**RECOMMENDATION**

Engineering has reviewed the numbers in the alternative tables and does not see any issues with the increases in impervious surface allowed. Staff recommends Alternative #1 as the best choice. The table is repeated below.

Staff recommends that the following table be adopted as part of the City Code to establish an allowed maximum impervious coverage on all single family lots within the R-1, E-1 and E-2 and A zoning districts.

Proposed Table:

<b>Lot Size (in square feet unless otherwise indicated)</b>	<b>Maximum Allowed (without CUP) (percentage of lot area unless otherwise indicated)</b>	<b>Additional Allowed With CUP</b>
<b>0 – 9,000</b>	<b>40%</b>	<b>10% of lot area</b>
<b>&gt; 9,000 – 12,500</b>	<b>35% but not less than 3,600 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;12,500 – 17,000</b>	<b>30% but not less than 4,375 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;17,000 – 25,000</b>	<b>25% but not less than 5,100 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;25,000 - 1 acre</b>	<b>20% but not less than 6,250 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;1 acre – 2.5 acres</b>	<b>15% but not less than 8,700 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;2.5 acres – 5 acres</b>	<b>10% but not less than 16,335 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt; 5 acres</b>	<b>43,560 sq. ft.</b>	<b>22,000 sq. ft.</b>

**ALTERNATIVES**

The Planning Commission has the following alternatives available for the proposed request:

**A. Approval** If the Planning Commission finds the application acceptable, the Commission should recommend approval of the zoning code amendment or approval with recommended changes.

**B. Denial** If the Planning Commission finds that the zoning code amendment is not acceptable, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

Attachments: Summary of Impervious Surface CUP and Variance Applications  
 Tables 10-13 Impervious Surface Study

Variances and Conditional Use Permits to exceed Impervious Coverage  
(2007-Present)

Case #	Title	Address	Zoning	Lot Size sq. ft.	Existing Coverage	Proposed Coverage	Approved Coverage
07-22V	Dahl	6941 Crosby Ave.	R-1C	10,135	4,581 45%	5,455 53.8%	5,455 53.8%
07-40V	Gaarder	6966 River Road	R-1C	29,185	3,135 10.7%	4,206 14.4%	4,206 14.4%
08-02V	Abbott	6720 Argenta Trail	R-1B	54,450	5,611 10.3%	6,139 11.2%	6,139 11.2%
08-04V	Ojala	11579 Avery Drive	R-1C	12,768	3,378 26.5%	4,136 32.4%	4,136 32.4%
08-13V	Harley	6013 Bacon Ave.	R-1B	39,639	5,106 12.9%	5,335 13.5%	5,335 13.5%
08-25V	Vogel	6124 Blackberry Trail	R-1C	37,601	4,100 10.9%	5,460 14.5%	5,460 14.5%
08-29V	Fischer	8325 Copperfield Way	R-1C	32,110	5,518 17.2%	5,518 17.2%	5,518 17.2%
08-49V	Carlson	8019 Cleadis Ave.	R-1C	13,699	4,692 34.3%	4,692 34.3%	4,692 34.3%
08-52V	McDonald Construction	Woodland Preserve	R-1C	approx 12,000	0%	4,000 33.3%	4,000 33.3%
09-05V	Beauclair	8335 Cooper Way E.	R-1C	13,750	3,270 23.0%	3,838 28.0%	3,838 28.0%
09-12V	Lisson	7140 Bovey Ave.	R-1C	13,079	4,456 35.0%	4,796 37.0%	4,456 35.0%
09-15C	Total Homes Plus	3820 - 74th Street	R-1C	9,855	1,977 20.0%	3,061 31.0%	3,061 31.0%
09-21CV	Sussel Corp.	5924 Bradbury Court	PUD	12,600	4,107 32.6%	4,359 34.6%	Pending
09-22C	Lund	6135 Boyer Path	R-1C	12,643	3,470 27.0%	3,470 27.0%	3,638 29.0%
09-28C	McDonald Construction	11617 Aileron Court	R-1C	14,775	0%	4,062 27.5%	4,062 27.5%
09-40C	Lighthouse Custom Homes	11687 Azure Court	R-1C	15,618	4,236 27.1%	4,380 28.4%	4,380 28.4%

# CITY OF INVER GROVE HEIGHTS IMPERVIOUS SURFACE STUDY

January 15, 2010

**TABLE 10: LOT SAMPLING OF IMPERVIOUS SURFACE (SORTED BY CATEGORY/LOT SIZE)**

ID	DEVELOPMENT	YEAR	ZONING	LOT CATEGORY (SF)	ADDRESS	LOT SIZE (SF)	LOT SIZE (ac)	*LOT IMPERVIOUS (SF)	*PERCENT IMPERVIOUS
3	Salem Hills Farms	1994	R-1C	<9000	6401 BARCLAY AVE	7058	0.162	2961	41.9%
3	Salem Hills Farms	1994	R-1C	<9000	6421 BARKLAY AVE E	7527	0.173	2961	39.3%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	4546 AUGUST WAY	9058	0.208	2538	28.0%
34	South Grove #2	1957	R-1C	9000 to 12500	3710 UPPER 73RD ST	9615	0.221	3093	32.2%
22	ARBOR CREST	2000	PUD	9000 to 12500	9253 CHENEY TRL	9899	0.227	3414	34.5%
21	HIDDEN FOREST	2000	PUD	9000 to 12500	9227 CHENEY TRL	9925	0.228	3303	33.3%
25	WHISTLETREE WOODS	2003	PUD	9000 to 12500	8116 CLIFFORD CT	10038	0.230	3594	35.8%
34	South Grove #2	1957	R-1C	9000 to 12500	7243 COOPER AVE E	10421	0.239	2890	27.7%
34	South Grove #2	1957	R-1C	9000 to 12500	3751 UPPER 73RD ST E	10600	0.243	2140	20.2%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	6361 BECKMAN AVENUE CT	10677	0.245	3656	34.2%
34	South Grove #2	1957	R-1C	9000 to 12500	3922 UPPER 73RD ST E	10875	0.250	2649	24.4%
3	South Grove #2	1957	R-1C	9000 to 12500	7447 CLEADIS WAY E	10890	0.250	3665	21.4%
15	ARBOR POINTE 2ND ADD	1996	PUD	9000 to 12500	8431 COLLEGE TRL	10923	0.251	3995	35.2%
3	Salem Hills Farms	2000	R-1C	9000 to 12500	2134 63RD ST E	11355	0.261	2846	24.2%
22	ARBOR CREST	2000	PUD	9000 to 12500	9249 CHENEY TRL	11738	0.269	2559	21.7%
22	ARBOR CREST	2000	PUD	9000 to 12500	9274 CHENY TRAIL	11784	0.271	3509	29.4%
13	KASSAN HOEKSTRA	1992	R-1C	9000 to 12500	7986 BLANCHARD CT	11922	0.274	3551	29.7%
25	WHISTLETREE WOODS	2003	PUD	9000 to 12500	8124 CLIFFORD CIR	11922	0.274	4029	33.6%
10	VILLAGE HEIGHTS	1997	R-1C	9000 to 12500	6421 CORVELL CT	11979	0.275	3852	31.9%
10	VILLAGE HEIGHTS	1997	R-1C	9000 to 12500	3829 63RD ST E	12065	0.277	4354	36.1%
4	WOODHAVEN PONDS	2000	R-1C	9000 to 12500	6257 BOLLAND TRL	12072	0.277	4062	33.1%
16	BIRCHWOOD PONDS N	1994	PUD	9000 to 12500	8361 CAREW CT	12273	0.282	4710	38.3%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	6442 BARCLAY AVE	12300	0.282	4710	26.0%
18	AUTUMN WOODS	1994	R-1C	9000 to 12500	8251 DAWSON WAY	12324	0.283	3210	26.0%
12	KRYZER ADD	1991	R-1C	9000 to 12500	2681 78TH ST E	12431	0.285	3516	28.3%
7	KELLY LANE ADD	1989	R-1C	12500 to 17000	2930 46TH CT E	12846	0.295	3256	25.3%
5	MAJESTIC WOODLANDS	1996	PUD	12500 to 17000	5908 BRADBURY CT	12984	0.298	3672	28.3%
21	HIDDEN FOREST	2000	PUD	12500 to 17000	9132 CHENEY TRL	13123	0.301	3166	24.1%
18	AUTUMN WOODS	1994	R-1C	12500 to 17000	8264 DAWSON WAY	13236	0.304	3664	27.7%
14	TIMBER PONDS	1997	R-1C	12500 to 17000	3456 83RD ST E	13600	0.312	3440	25.3%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	12500 to 17000	8603 BIRCH BLVD	13778	0.316	3007	21.8%
9	GROVELAND PARK 1&2	1956-9	R-1C	12500 to 17000	4540 AUDREY AVE E	13788	0.317	2741	19.9%
27	Southern Lakes	1999	R-1C	12500 to 17000	10875 ALISON WAY	13819	0.317	3423	24.8%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	12500 to 17000	8494 COLLEGE TRL	14232	0.327	3507	24.6%
25	WHISTLETREE WOODS	2003	PUD	12500 to 17000	8244 CLEARY CT	14414	0.331	2914	20.2%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	12500 to 17000	8516 CAMPBELL AVE	14875	0.341	3025	20.3%
21	HIDDEN FOREST	2000	PUD	12500 to 17000	9160 CAVANAUGH CT	14833	0.341	3341	22.5%
13	KASSAN HOEKSTRA	1992	R-1C	12500 to 17000	7936 BLANCHARD WAY E	15060	0.346	2624	17.4%
16	BIRCHWOOD PONDS N	1994	PUD	12500 to 17000	8445 CALVIN CT	15090	0.346	2984	19.8%
27	Southern Lakes	1999	R-1C	12500 to 17000	10953 ALISON CT	15454	0.355	4084	26.4%
7	KELLY LANE ADD	1989	R-1C	12500 to 17000	2960 46TH CT E	15720	0.361	4065	25.9%
22	ARBOR CREST	2000	PUD	12500 to 17000	9250 CHENEY TRL	16231	0.373	3509	21.6%
4	WOODHAVEN PONDS	2000	R-1C	12500 to 17000	6221 BOLLAND TRL	16626	0.382	4020	24.2%
10	VILLAGE HEIGHTS	1997	R-1C	12500 to 17000	6450 CORVELL CT	16945	0.389	3514	20.7%
3	Salem Hills Farms	1994	R-1C	12500 to 17000	6340 BAKER AVE	16999	0.390	3579	21.1%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8281 DAWSON WAY	17001	0.390	2851	16.8%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8539 CAMPBELL ST	17104	0.393	3720	21.8%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8594 BIRCH CT	17154	0.394	2957	17.2%
22	ARBOR CREST	2000	PUD	17000 to 25000	9281 CHENEY TRL	17421	0.400	3414	19.6%
23	VALLEY VIEW POINT	1991	R-1C	17000 to 25000	7599 CAHILL CT	17433	0.400	3543	20.3%
9	GROVELAND PARK 1&2	1956-9	R-1C	17000 to 25000	4580 BARBARA AVE	17683	0.406	3611	20.4%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8268 DAWSON CT	17885	0.411	3290	18.4%
13	KASSAN HOEKSTRA	1992	R-1C	17000 to 25000	2538 79TH ST E	17905	0.411	3964	22.1%
16	BIRCHWOOD PONDS N	1994	R-1C	17000 to 25000	8450 CALVIN CT	18013	0.414	3391	18.8%
13	KASSAN HOEKSTRA	1992	PUD	17000 to 25000	7925 BLANCHARD WAY E	18095	0.415	3142	17.4%
15	ARBOR POINTE 2ND ADD	1996	PUD	17000 to 25000	8370 COLLEGE TRL	18086	0.415	3881	21.5%
6	FORESTHAVEN	1989	R-1C	17000 to 25000	18389	18389	0.422	6504	35.4%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	9007 COFFMAN CIR	18480	0.424	4298	23.3%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8627 BIRCH BLVD	18526	0.425	3530	19.1%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8439 CASEY CT	18641	0.428	3824	20.5%
19	BIRCHWOOD PONDS SOUTH	2000	PUD	17000 to 25000	7055 BESTER AVE	18986	0.436	3719	19.6%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8474 CASEY CT	19265	0.442	4783	24.8%
34	South Grove #2	1957	R-1C	17000 to 25000	8605 BIRCH CT	19566	0.449	4505	23.0%
27	Southern Lakes	1999	R-1C	17000 to 25000	8528 BIRCH BLVD	19639	0.451	3155	16.1%
17	PONDVIEW ESTATES	2000	R-1C	17000 to 25000	3639 73RD CT E	19807	0.455	3089	15.6%
24	BOULDER CREST	1996	R-1C	17000 to 25000	10568 ALISON WAY	21013	0.482	5856	27.9%
11	DAWN WAY RIDGE	2001	R-1C	17000 to 25000	7095 BESTER AVE	21044	0.483	3173	15.1%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	11129 APENNINE WAY	21179	0.486	3568	16.9%
27	Southern Lakes	1999	R-1C	17000 to 25000	6072 CROWWELL CT	21265	0.488	3452	16.2%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	8487 COLLEGE TRL	21265	0.488	3652	17.2%
19	BIRCHWOOD PONDS E 2ND	1997	R-1C	17000 to 25000	10816 ALBERTON CT	22120	0.508	4138	18.7%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	9173 CAVANAUGH CT	22224	0.510	3589	16.1%
14	TIMBER PONDS	2003	R-1C	17000 to 25000	9219 CHAPMAN CT	22389	0.514	3725	16.6%
25	WHISTLETREE WOODS	2003	PUD	17000 to 25000	8552 COLLEGE TRL	22370	0.514	4046	18.1%
5	MAJESTIC WOODLANDS	1996	R-1C	17000 to 25000	8201 CLAYMORE CT	23196	0.532	3866	16.7%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8106 CLIFFORD CIR	23336	0.536	2765	11.8%
3	Salem Hills Farms	1994	R-1C	17000 to 25000	2736 78TH ST E	23657	0.543	5251	22.2%
15	ARBOR POINTE 2ND ADD	1996	PUD	17000 to 25000	5812 BRYANT LN	23861	0.548	2749	11.5%
4	WOODHAVEN PONDS	2000	R-1C	17000 to 25000	8277 COPPERFIELD CT	23856	0.548	2989	12.5%
11	DAWN WAY RIDGE	2001	R-1C	17000 to 25000	6401 BIECKMAN AVENUE CT	24187	0.555	5316	22.0%
12	KRYZER ADD	1991	R-1C	17000 to 25000	8466 COLLEGE TRL	24640	0.566	4173	16.9%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	6205 BOLLAND TRL	24718	0.567	4181	16.9%
3	Salem Hills Farms	1994	R-1C	17000 to 25000	6032 CROMWELL CT	24861	0.571	4141	16.7%

**TABLE 10: LOT SAMPLING OF IMPERVIOUS SURFACE (SORTED BY CATEGORY/LOT SIZE)**

ID	DEVELOPMENT	YEAR	ZONING	LOT CATEGORY (SF)	ADDRESS	LOT SIZE (SF)	LOT SIZE (ac)	*LOT IMPERVIOUS (SF)	*PERCENT IMPERVIOUS
3	Salem Hills Farms	1994	R-1C	25000 to 1 Acre	1808 63RD ST E	25321	0.581	6839	27.0%
16	BIRCHWOOD PONDS N	1994	PUD	25000 to 1 Acre	8329 CAREW CT	25652	0.589	4405	17.2%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8583 COLLEGE TRAIL	26575	0.610	4218	15.9%
21	HIDDEN FOREST	2000	PUD	25000 to 1 Acre	9216 CHAPMAN CT	27402	0.629	3735	13.6%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8566 COLLEGE TRL	27464	0.630	3967	14.4%
23	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7575 CAHILL CT E	27489	0.631	3494	12.7%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5926 BLACKBERRY BRG PATH	27642	0.635	4482	16.2%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5895 BLACKBERRY TRL	29181	0.670	4034	13.8%
23	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7583 CAHILL CT	29938	0.687	3656	12.2%
24	BOULDER CREST	1996	R-1C	25000 to 1 Acre	11060 APENNINE WAY	30836	0.708	6846	22.2%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	25000 to 1 Acre	8519 BIRCH BLVD	32389	0.744	5785	17.9%
18	AUTUMN WOODS	1994	R-1C	25000 to 1 Acre	8278 DAWSON WAY	32627	0.749	3593	11.0%
5	MAJESTIC WOODLANDS	1996	PUD	25000 to 1 Acre	5898 BURKE TRL	32858	0.754	4475	13.6%
23	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7593 CAHILL CT E	37774	0.867	4603	12.2%
17	PONDVIEW ESTATES	2000	R-1C	25000 to 1 Acre	7050 BESTER AVE	37987	0.872	5987	15.8%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	25000 to 1 Acre	8504 BIRCH BLVD	40090	0.920	5942	14.8%
15	ARBOR POINTE 2ND ADD	1996	PUD	1 to 2.5 Acre	8335 COLLEGE TRL	44748	1.027	3611	8.1%
14	TIMBER PONDS	1997	R-1C	1 to 2.5 Acre	8399 CLAYMORE CT	63973	1.469	6527	10.2%
24	BOULDER CREST	1996	E-2	1 to 2.5 Acre	11096 APENNINE WAY	90861	2.086	5578	6.1%
24	BOULDER CREST	1996	E-2	2.5 to 5 Acre	11284 APENNINE WAY	109015	2.503	9155	8.4%
24	BOULDER CREST	1996	E-2	2.5 to 5 Acre	11166 APENNINE WAY	109086	2.504	8152	7.5%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	2020 UPPER 45TH STE	9513	0.218	4421	46.5%
34	South Grove #2	1957	R-1C	9000 to 12500	3653 75TH STE	10448	0.240	5085	48.7%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	2025 UPPER 45TH STE	10453	0.240	5169	49.5%
27	Southern Lakes	1999	R-1C	9000 to 12500	10738 ALISON WAY	11211	0.257	4006	35.7%
22	ARBOR CREST	2000	PUD	9000 to 12500	9262 CHENEY TRL	12064	0.277	4664	38.7%
7	KELLY LAKE ADD	1989	R-1C	9000 to 12500	2945 46TH CTE	12169	0.279	4458	36.6%
5	MAJESTIC WOODLANDS	1996	PUD	12500 to 17000	5938 BURKE TRL	13521	0.310	5960	44.1%
34	South Grove #2	1957	R-1C	12500 to 17000	3656 74TH STE	14651	0.336	4740	32.4%
3	Salem Hills Farms	1994	R-1C	12500 to 17000	6316 BACHMAN CIR	15139	0.348	6881	45.5%
12	KRYZER ADD	1991	R-1C	12500 to 17000	2635 79TH STE	15564	0.357	5362	34.5%
4	WOODHAVEN PONDS	2000	R-1C	12500 to 17000	6237 BOLLAND TRL	15655	0.359	5241	33.5%
18	AUTUMN WOODS	1994	R-1C	12500 to 17000	8292 COPPERFIELD CT	15909	0.365	3620	22.8%
13	KASSAN HOEKSTRA	1992	R-1C	12500 to 17000	7990 BLANGHARD CT	15933	0.366	4779	30.0%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	12500 to 17000	8524 COLLEGE TRL	16888	0.388	5559	32.9%
24	BOULDER CREST	1996	R-1C	17000 to 25000	11239 APENNINE WAY	18783	0.431	6280	33.4%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	9214 CHENEY TRL	20147	0.463	6467	32.1%
6	FORESTHAVEN	1989	R-1C	17000 to 25000	5870 BLACKBERRY BRIDGE PATH	22316	0.512	6155	27.6%
5	MAJESTIC WOODLANDS	1996	PUD	17000 to 25000	5957 BRADBURY CT	23147	0.531	6867	29.7%
27	Southern Lakes	1999	R-1C	17000 to 25000	10944 ANDOVER CT	23674	0.543	5497	23.2%
14	TIMBER PONDS	1997	R-1C	25000 to 1 Acre	8366 CLAYMORE CT	25452	0.584	7689	30.2%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5934 BLACKBERRY BRIDGE	25659	0.589	9089	35.4%
25	WHISTLETREE WOODS	2003	PUD	25000 to 1 Acre	8219 CLEARY CT	26109	0.599	5670	21.7%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8573 CARSON CT	29365	0.674	10602	36.1%
23	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7569 CAHILL AVE	30561	0.702	6686	21.9%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5865 BLACKBERRY TRL	34417	0.790	9538	27.7%

\* Adjusted value (removed 250sf driveway in street)

Worst Case Lot in a Development

# CITY OF INVER GROVE HEIGHTS IMPERVIOUS SURFACE STUDY

January 15, 2010

**TABLE 11: LOT SAMPLING OF IMPERVIOUS SURFACE (SORTED BY CATEGORY/% IMPERVIOUS)**

ID	DEVELOPMENT	YEAR	ZONING	LOT CATEGORY (SF)	ADDRESS	LOT SIZE (SF)	LOT SIZE (ac)	*LOT IMPERVIOUS (SF)	*PERCENT IMPERVIOUS
3	Salem Hills Farms	1994	R-1C	<9000	6401 BARCLAY AVE	7058	0.162	2961	41.9%
3	Salem Hills Farms	1994	R-1C	<9000	6421 BARKLAY AVE E	7527	0.173	2961	39.3%
34	South Grove #2	1957	R-1C	9000 to 12500	3751 UPPER 73RD ST E	10600	0.243	2140	20.2%
34	South Grove #2	1957	R-1C	9000 to 12500	7447 CLEADIS WAY E	10890	0.250	2329	21.4%
22	ARBOR CREST	2000	PUD	9000 to 12500	9274 CHENY TRAIL	11784	0.271	2555	21.7%
22	ARBOR CREST	2000	PUD	9000 to 12500	9249 CHENY TRL	11738	0.269	2846	24.2%
34	South Grove #2	1957	R-1C	9000 to 12500	3922 UPPER 73RD ST E	10875	0.250	2649	24.4%
18	AUTUMN WOODS	1994	R-1C	9000 to 12500	8251 DAWSON WAY	12324	0.283	3210	26.0%
34	South Grove #2	1957	R-1C	9000 to 12500	7243 COOPER AVE E	10421	0.239	2890	27.7%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	4546 AUGUST WAY	9058	0.208	2538	28.0%
12	KRYZER ADD	1991	R-1C	9000 to 12500	2681 78TH ST E	12431	0.285	3516	28.3%
13	KASSAN HOEKSTRA	1992	R-1C	9000 to 12500	7986 BLANCHARD CT	11922	0.274	3509	29.4%
25	WHISTLETREE WOODS	2003	PUD	9000 to 12500	8124 CLIFFORD CIR	11942	0.274	3551	29.7%
10	VILLAGE HEIGHTS	1997	R-1C	9000 to 12500	3829 63RD ST E	12065	0.277	3852	31.9%
34	South Grove #2	1957	R-1C	9000 to 12500	3710 UPPER 73RD ST	9615	0.221	3093	32.2%
16	BIRCHWOOD PONDS N	1994	PUD	9000 to 12500	8361 CAREW CT	12273	0.282	4062	33.1%
21	HIDDEN FOREST	2000	PUD	9000 to 12500	9227 CHENY TRL	9925	0.228	3303	33.3%
15	ARBOR POINTE 2ND ADD	1996	PUD	9000 to 12500	8431 COLLEGE TRL	10923	0.251	3665	33.6%
10	VILLAGE HEIGHTS	1997	R-1C	9000 to 12500	6421 CORYELL CT	11979	0.275	4029	33.6%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	6561 BECKMAN AVENUE CT	10677	0.245	3656	34.2%
22	ARBOR CREST	2000	PUD	9000 to 12500	9253 CHENY TRL	9899	0.227	3414	34.5%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	2134 63RD ST E	11355	0.261	3995	35.2%
25	WHISTLETREE WOODS	2003	PUD	9000 to 12500	8116 CLIFFORD CT	10038	0.230	3594	35.8%
4	WOODHAVEN PONDS	2000	R-1C	9000 to 12500	6257 BOLLAND TRL	12072	0.277	4354	36.1%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	6442 BARCLAY AVE	12300	0.282	4710	38.3%
13	KASSAN HOEKSTRA	1992	R-1C	12500 to 17000	7936 BLANCHARD WAY E	15060	0.346	2624	17.4%
16	BIRCHWOOD PONDS N	1994	PUD	12500 to 17000	8445 CALVIN CT	15090	0.346	2984	19.8%
9	GROVELAND PARK 1&2	1956-9	R-1C	12500 to 17000	4540 AUDREY AVE E	13788	0.317	2741	19.9%
25	WHISTLETREE WOODS	2003	PUD	12500 to 17000	8244 CLEARY CT	14414	0.331	2914	20.2%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	12500 to 17000	8516 CAMPBELL AVE	14875	0.341	3025	20.3%
10	VILLAGE HEIGHTS	1997	R-1C	12500 to 17000	6450 CORYELL CT	16945	0.389	3514	20.7%
3	Salem Hills Farms	1994	R-1C	12500 to 17000	6340 BAKER AVE	16999	0.390	3579	21.1%
22	ARBOR CREST	2000	PUD	12500 to 17000	9250 CHENY TRL	16231	0.373	3509	21.6%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	12500 to 17000	8603 BIRCH BLVD	13778	0.316	3007	21.8%
21	HIDDEN FOREST	2000	PUD	12500 to 17000	9160 CAVANAUGH CT	14833	0.341	3341	22.5%
21	HIDDEN FOREST	2000	PUD	12500 to 17000	9132 CHENY TRL	13123	0.301	3166	24.1%
4	WOODHAVEN PONDS	2000	R-1C	12500 to 17000	6221 BOLLAND TRL	16626	0.382	4020	24.2%
19	BIRCHWOOD PONDS E 2ND	1997	R-1C	12500 to 17000	8494 COLLEGE TRL	14232	0.327	3507	24.6%
27	Southern Lakes	1999	R-1C	12500 to 17000	10875 ALISON WAY	13819	0.317	3423	24.8%
14	TIMBER PONDS	1997	R-1C	12500 to 17000	3456 83RD ST E	13600	0.312	3440	25.3%
7	KELLY LANE ADD	1989	R-1C	12500 to 17000	2930 46TH CT E	12846	0.295	3256	25.3%
7	KELLY LANE ADD	1989	R-1C	12500 to 17000	2960 46TH CT E	15720	0.361	4065	25.9%
27	Southern Lakes	1999	R-1C	12500 to 17000	10953 ALISON CT	15454	0.355	4084	26.4%
18	AUTUMN WOODS	1994	R-1C	12500 to 17000	8264 DAWSON WAY	13236	0.304	3664	27.7%
5	MAJESTIC WOODLANDS	1996	PUD	12500 to 17000	5908 BRADBURY CT	12984	0.298	3672	28.3%
5	MAJESTIC WOODLANDS	1996	PUD	17000 to 25000	5812 BRYANT LN	23861	0.548	2749	11.5%
25	WHISTLETREE WOODS	2003	PUD	17000 to 25000	8106 CLIFFORD CIR	23336	0.536	2765	11.8%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8277 COPPERFIELD CT	23856	0.548	2989	12.5%
17	PONDVIEW ESTATES	2000	R-1C	17000 to 25000	7095 BESTER AVE	21044	0.483	3173	15.1%
34	South Grove #2	1957	R-1C	17000 to 25000	3639 73RD CT E	19807	0.455	3089	15.6%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8528 BIRCH BLVD	19639	0.451	3155	16.1%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	9173 CAVANAUGH CT	22224	0.510	3589	16.1%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8487 COLLEGE TRL	21265	0.488	3452	16.2%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	9219 CHAPMAN CT	22389	0.514	3725	16.6%
11	DAWN WAY RIDGE	2001	R-1C	17000 to 25000	6032 CROMWELL CT	24861	0.571	4141	16.7%
14	TIMBER PONDS	1997	R-1C	17000 to 25000	8201 CLAYMORE CT	23196	0.532	3866	16.7%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8281 DAWSON WAY	17001	0.390	2851	16.8%
24	BOULDER CREST	1996	R-1C	17000 to 25000	11129 APENNINE WAY	21174	0.486	3568	16.9%
4	WOODHAVEN PONDS	2000	R-1C	17000 to 25000	6205 BOLLAND TRL	24718	0.567	4181	16.9%
15	ARBOR POINTE 2ND ADD	1996	PUD	17000 to 25000	8466 COLLEGE TRL	24640	0.566	4173	16.9%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8594 BIRCH CT	17154	0.394	2957	17.2%
11	DAWN WAY RIDGE	2001	R-1C	17000 to 25000	6072 CROMWELL CT	21179	0.486	3652	17.2%
13	KASSAN HOEKSTRA	1992	R-1C	17000 to 25000	7925 BLANCHARD WAY E	18095	0.415	3142	17.4%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8552 COLLEGE TRL	22370	0.514	4046	18.1%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8268 DAWSON CT	17885	0.411	3290	18.4%
27	Southern Lakes	1999	R-1C	17000 to 25000	10816 ALBERTON CT	22120	0.508	4138	18.7%
16	BIRCHWOOD PONDS N	1994	PUD	17000 to 25000	8450 CALVIN CT	18013	0.414	3391	18.8%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8627 BIRCH BLVD	18526	0.425	3530	19.1%
17	PONDVIEW ESTATES	2000	R-1C	17000 to 25000	7055 BESTER AVE	18986	0.436	3719	19.6%
22	ARBOR CREST	2000	PUD	17000 to 25000	9281 CHENY TRL	17421	0.400	3414	19.6%
23	VALLEY VIEW POINT	1991	R-1C	17000 to 25000	7599 CAHILL CT	17433	0.400	3543	20.3%
9	GROVELAND PARK 1&2	1956-9	R-1C	17000 to 25000	4580 BARBARA AVE	17683	0.406	3611	20.4%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8439 CASEY CT	18641	0.428	3824	20.5%
15	ARBOR POINTE 2ND ADD	1996	PUD	17000 to 25000	8370 COLLEGE TRL	18086	0.415	3881	21.5%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8539 CAMPBELL ST	17104	0.393	3720	21.8%
3	Salem Hills Farms	1994	R-1C	17000 to 25000	6401 BECKMAN AVENUE CT	24187	0.555	5316	22.0%
13	KASSAN HOEKSTRA	1992	R-1C	17000 to 25000	2538 79TH ST E	17905	0.411	3964	22.1%
12	KRYZER ADD	1991	R-1C	17000 to 25000	2736 78TH ST E	23657	0.543	5251	22.2%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8605 BIRCH CT	19566	0.449	4505	23.0%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	9007 COFFMAN CIR	18480	0.424	4298	23.3%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8474 CASEY CT	19265	0.442	4783	24.8%
27	Southern Lakes	1999	R-1C	17000 to 25000	10568 ALISON WAY	21013	0.482	5856	27.9%
6	FORESTHAVEN	1989	R-1C	17000 to 25000	BLACKBERRY TRL E	18389	0.422	6504	35.4%

**TABLE 11: LOT SAMPLING OF IMPERVIOUS SURFACE (SORTED BY CATEGORY/% IMPERVIOUS)**

ID	DEVELOPMENT	YEAR	ZONING	LOT CATEGORY (SF)	ADDRESS	LOT SIZE (SF)	LOT SIZE (ac)	*LOT IMPERVIOUS (SF)	*PERCENT IMPERVIOUS
18	AUTUMN WOODS	1994	R-1C	25000 to 1 Acre	8278 DAWSON WAY	32627	0.749	3593	11.0%
23	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7593 CAHILL CT E	37774	0.867	4603	12.2%
23	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7583 CAHILL CT	29938	0.687	3656	12.2%
23	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7575 CAHILL CT E	27489	0.631	3494	12.7%
5	MAJESTIC WOODLANDS	1996	PUD	25000 to 1 Acre	5898 BURKE TRL	32858	0.754	4475	13.6%
21	HIDDEN FOREST	2000	PUD	25000 to 1 Acre	9216 CHAPMAN CT	27402	0.629	3735	13.6%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5895 BLACKBERRY TRL	29181	0.670	4034	13.8%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8566 COLLEGE TRL	27464	0.630	3967	14.4%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	25000 to 1 Acre	8504 BIRCH BLVD	40090	0.920	5942	14.8%
17	PONDVIEW ESTATES	2000	R-1C	25000 to 1 Acre	7050 BESTER AVE	37987	0.872	5987	15.8%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8583 COLLEGE TRAIL	26575	0.610	4218	15.9%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5926 BLACKBERRY BRG PATH	27642	0.635	4482	16.2%
16	BIRCHWOOD PONDS N	1994	PUD	25000 to 1 Acre	8329 CAREW CT	25652	0.589	4405	17.2%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	25000 to 1 Acre	8519 BIRCH BLVD	32389	0.744	5785	17.9%
24	BOULDER CREST	1996	R-1C	25000 to 1 Acre	11060 APENNINE WAY	30836	0.708	6846	22.2%
3	Salem Hills Farms	1994	R-1C	25000 to 1 Acre	1808 63RD ST E	25321	0.581	6839	27.0%
15	ARBOR POINTE 2ND ADD	1996	PUD	1 to 2.5 Acre	8335 COLLEGE TRL	44748	1.027	3611	8.1%
14	TIMBER PONDS	1997	R-1C	1 to 2.5 Acre	8399 CLAYMORE CT	63973	1.469	6527	10.2%
24	BOULDER CREST	1996	E-2	1 to 2.5 Acre	11096 APENNINE WAY	90861	2.086	5578	6.1%
24	BOULDER CREST	1996	E-2	2.5 to 5 Acre	11284 APENNINE WAY	109015	2.503	9155	8.4%
24	BOULDER CREST	1996	E-2	2.5 to 5 Acre	11166 APENNINE WAY	109086	2.504	8152	7.5%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	2020 UPPER 45TH STE	9513	0.218	4421	46.5%
34	South Grove #2	1957	R-1C	9000 to 12500	3653 75TH STE	10448	0.240	5085	48.7%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	2025 UPPER 45TH STE	10453	0.240	5169	49.5%
27	Southern Lakes	1999	R-1C	9000 to 12500	10738 ALISON WAY	11211	0.257	4006	35.7%
22	ARBOR CREST	2000	PUD	9000 to 12500	9262 CHENEY TRL	12064	0.277	4664	38.7%
7	KELLY LANE ADD	1989	R-1C	9000 to 12500	2945 46TH CT E	12169	0.279	4458	36.6%
5	MAJESTIC WOODLANDS	1996	PUD	12500 to 17000	5938 BURKET TRL	13521	0.310	5960	44.1%
34	South Grove #2	1957	R-1C	12500 to 17000	3656 74TH STE	14651	0.336	4740	32.4%
3	Salem Hills Farms	1994	R-1C	12500 to 17000	6316 BACHMAN CIR	15139	0.348	6881	45.5%
12	KRYZER ADD	1991	R-1C	12500 to 17000	2635 79TH ST E	15564	0.357	5362	34.5%
4	WOODHAVEN PONDS	2000	R-1C	12500 to 17000	6237 BOLLAND TRL	15635	0.359	5241	33.5%
18	AUTUMN WOODS	1994	R-1C	12500 to 17000	8292 COPPERFIELD CT	15909	0.365	3620	22.8%
13	KASSAN HOEKSTRA	1994	R-1C	12500 to 17000	7990 BLANCHARD CT	15933	0.366	4779	30.0%
19	BIRCHWOOD PONDS E 2ND	1992	PUD	12500 to 17000	8524 COLLEGE TRL	16888	0.388	5559	32.9%
24	BOULDER CREST	1996	R-1C	17000 to 25000	11239 APENNINE WAY	18783	0.431	6280	33.4%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	9214 CHENEY TRL	20147	0.463	6467	32.1%
6	FORESTHAVEN	1989	R-1C	17000 to 25000	5870 BLACKBERRY BRIDGE PATH	22316	0.512	6155	27.6%
5	MAJESTIC WOODLANDS	1996	PUD	17000 to 25000	5957 BRADBURY CT	23147	0.531	6867	29.7%
27	Southern Lakes	1999	R-1C	17000 to 25000	10944 ANDOVER CT	23674	0.543	5497	23.2%
14	TIMBER PONDS	1997	R-1C	25000 to 1 Acre	8366 CLAYMORE CT	25452	0.584	7689	30.2%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5934 BLACKBERRY BRIDGE	25659	0.589	9089	35.4%
25	WHISTLETREE WOODS	2003	PUD	25000 to 1 Acre	8219 CLEARY CT	26109	0.599	5670	21.7%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8573 CARSON CT	29365	0.674	10602	36.1%
23	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7569 CAHILL AVE	30561	0.702	6686	21.9%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5865 BLACKBERRY TRL	34417	0.790	9538	27.7%

\* Adjusted value (removed 250sf driveway in street)

Worst Case Lot in a Development

**TABLE 12: LOT SAMPLING OF IMPERVIOUS SURFACE (SORTED BY CATEGORY/DEVELOPMENT)**

ID	DEVELOPMENT	YEAR	ZONING	LOT CATEGORY (SF)	ADDRESS	LOT SIZE (SF)	LOT SIZE (ac)	*LOT IMPERVIOUS (SF)	*PERCENT IMPERVIOUS
22	ARBOR CREST	2000	PUD	17000 to 25000	9281 CHENEY TRL	17421	0.400	3414	19.6%
15	ARBOR POINTE 2ND ADD	1996	PUD	17000 to 25000	8466 COLLEGE TRL	24640	0.566	4173	16.9%
15	ARBOR POINTE 2ND ADD	1996	PUD	17000 to 25000	8370 COLLEGE TRL	18086	0.415	3881	21.5%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8277 COPPERFIELD CT	23856	0.548	2989	12.5%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8281 DAWSON WAY	17001	0.390	2851	16.8%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8268 DAWSON CT	17885	0.411	3290	18.4%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8487 COLLEGE TRL	21265	0.488	3452	16.2%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8552 COLLEGE TRL	22370	0.514	4046	18.1%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8439 CASEY CT	18641	0.428	3824	20.5%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8474 CASEY CT	19265	0.442	4783	24.8%
16	BIRCHWOOD PONDS N	1994	PUD	17000 to 25000	8450 CALVIN CT	18013	0.414	3391	18.8%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8528 BIRCH BLVD	19639	0.451	3155	16.1%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8594 BIRCH CT	17154	0.394	2957	17.2%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8627 BIRCH BLVD	18526	0.425	3530	19.1%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8539 CAMPBELL ST	17104	0.393	3720	21.8%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8605 BIRCH CT	19566	0.449	4505	23.0%
24	BOULDER CREST	1996	R-1C	17000 to 25000	11129 APENNINE WAY	21174	0.486	3568	16.9%
11	BOULDER CREST	1996	R-1C	17000 to 25000	11239 APENNINE WAY	18783	0.431	6280	33.4%
11	DAWN WAY RIDGE	2001	R-1C	17000 to 25000	6032 CROMWELL CT	24861	0.571	4141	16.7%
6	DAWN WAY RIDGE	2001	R-1C	17000 to 25000	6072 CROMWELL CT	21179	0.486	3652	17.2%
9	FORESTHAVEN	1989	R-1C	17000 to 25000	BLACKBERRY TRL E	18389	0.422	6504	35.4%
21	FORESTHAVEN	1989	R-1C	17000 to 25000	5870 BLACKBERRY BRIDGE PATH	22316	0.512	6155	27.6%
21	GROVELAND PARK 1&2	1956-9	R-1C	17000 to 25000	4580 BARBARA AVE	17683	0.406	3611	20.4%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	9173 CAVANAUGH CT	22224	0.510	3589	16.1%
13	HIDDEN FOREST	2000	PUD	17000 to 25000	9219 CHAPMAN CT	22389	0.514	3725	16.6%
13	HIDDEN FOREST	2000	PUD	17000 to 25000	9007 COFFMAN CIR	18480	0.424	4298	23.3%
12	HIDDEN FOREST	2000	PUD	17000 to 25000	9214 CHENEY TRL	20147	0.463	6467	32.1%
5	KASSAN HOEKSTRA	1992	R-1C	17000 to 25000	7925 BLANCHARD WAY E	18095	0.415	3142	17.4%
17	KASSAN HOEKSTRA	1992	R-1C	17000 to 25000	2538 79TH ST E	17905	0.411	3964	22.1%
17	KRYZER ADD	1991	R-1C	17000 to 25000	2736 78TH ST E	23657	0.543	5251	22.2%
3	MAJESTIC WOODLANDS	1996	PUD	17000 to 25000	5812 BRYANT LN	23861	0.548	2749	11.5%
34	MAJESTIC WOODLANDS	1996	PUD	17000 to 25000	5957 BRADBURY CT	23147	0.531	6867	29.7%
27	PONDVIEW ESTATES	2000	R-1C	17000 to 25000	7095 BESTER AVE	21044	0.483	3173	15.1%
27	PONDVIEW ESTATES	2000	R-1C	17000 to 25000	7055 BESTER AVE	18986	0.436	3719	19.6%
14	Salem Hills Farms	1994	R-1C	17000 to 25000	6401 BECKMAN AVENUE CT	24187	0.555	5316	22.0%
23	South Grove #2	1957	R-1C	17000 to 25000	3639 73RD CT E	19807	0.455	3089	15.6%
25	Southern Lakes	1999	R-1C	17000 to 25000	10816 ALBERTON CT	22120	0.508	4138	18.7%
4	Southern Lakes	1999	R-1C	17000 to 25000	10568 ALISON WAY	21013	0.482	5856	27.9%
24	Southern Lakes	1999	R-1C	17000 to 25000	10944 ANDOVER CT	23674	0.543	5497	23.2%
21	TIMBER PONDS	1997	R-1C	17000 to 25000	8201 CLAYMORE CT	23196	0.532	3866	16.7%
6	VALLEY VIEW POINT	1991	R-1C	17000 to 25000	7599 CAHILL CT	17433	0.400	3543	20.3%
5	WHISTLETREE WOODS	2003	PUD	17000 to 25000	8106 CLIFFORD CIR	23336	0.536	2765	11.8%
27	WOODHAVEN PONDS	2000	R-1C	17000 to 25000	6205 BOLLAND TRL	24718	0.567	4181	16.9%
18	AUTUMN WOODS	1994	R-1C	25000 to 1 Acre	8278 DAWSON WAY	32627	0.749	3593	11.0%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8566 COLLEGE TRL	27464	0.630	3967	14.4%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8583 COLLEGE TRAIL	26575	0.610	4218	15.9%
16	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8573 CARSON CT	29365	0.674	10602	36.1%
20	BIRCHWOOD PONDS N	1994	PUD	25000 to 1 Acre	8329 CAREW CT	25652	0.589	4405	17.2%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	25000 to 1 Acre	8504 BIRCH BLVD	40090	0.920	5942	14.8%
24	BIRCHWOOD PONDS SOUTH	1994	PUD	25000 to 1 Acre	8519 BIRCH BLVD	32389	0.744	5785	17.9%
6	BOULDER CREST	1996	R-1C	25000 to 1 Acre	11060 APENNINE WAY	30836	0.708	6846	22.2%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5895 BLACKBERRY TRL	29181	0.670	4034	13.8%
21	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5926 BLACKBERRY BRG PATH	27642	0.635	4482	16.2%
5	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5934 BLACKBERRY BRIDGE	23659	0.589	9089	35.4%
17	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5865 BLACKBERRY TRL	34417	0.790	9538	27.7%
3	HIDDEN FOREST	2000	PUD	25000 to 1 Acre	9216 CHAPMAN CT	27402	0.629	3735	13.6%
23	MAJESTIC WOODLANDS	1996	PUD	25000 to 1 Acre	5898 BURKE TRL	32858	0.754	4475	13.6%
23	PONDVIEW ESTATES	2000	R-1C	25000 to 1 Acre	7050 BESTER AVE	37987	0.872	5987	15.8%
23	Salem Hills Farms	1994	R-1C	25000 to 1 Acre	1808 63RD ST E	25321	0.581	6839	27.0%
14	TIMBER PONDS	1997	R-1C	25000 to 1 Acre	8366 CLAYMORE CT	25452	0.584	7689	30.2%
6	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7593 CAHILL CT E	37774	0.867	4603	12.2%
25	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7583 CAHILL CT	29938	0.687	3656	12.2%
19	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7575 CAHILL CT E	27489	0.631	3494	12.7%
23	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7569 CAHILL AVE	30561	0.702	6686	21.9%
6	WHISTLETREE WOODS	2003	PUD	25000 to 1 Acre	8219 CLEARY CT	26109	0.599	5670	21.7%
15	ARBOR POINTE 2ND ADD	1996	PUD	1 to 2.5 Acre	8335 COLLEGE TRL	44748	1.027	3611	8.1%
24	BOULDER CREST	1996	E-2	1 to 2.5 Acre	11096 APENNINE WAY	90861	2.086	5578	6.1%
14	TIMBER PONDS	1997	R-1C	1 to 2.5 Acre	8399 CLAYMORE CT	63973	1.469	6527	10.2%
24	BOULDER CREST	1996	E-2	2.5 to 5 Acre	11284 APENNINE WAY	109015	2.503	9155	8.4%
24	BOULDER CREST	1996	E-2	2.5 to 5 Acre	11166 APENNINE WAY	109086	2.504	8152	7.5%

\* Adjusted value (removed 250sf driveway in street)

Worst Case Lot in a Development

# CITY OF INVER GROVE HEIGHTS IMPERVIOUS SURFACE STUDY

January 15, 2010

**TABLE 12: LOT SAMPLING OF IMPERVIOUS SURFACE (SORTED BY CATEGORY/DEVELOPMENT)**

ID	DEVELOPMENT	YEAR	ZONING	LOT CATEGORY (SF)	ADDRESS	LOT SIZE (SF)	LOT SIZE (ac)	*LOT IMPERVIOUS (SF)	*PERCENT IMPERVIOUS
3	Salem Hills Farms	1994	R-1C	<9000	6401 BARCLAY AVE	7058	0.162	2961	41.9%
3	Salem Hills Farms	1994	R-1C	<9000	6421 BARKLAY AVE E	7527	0.173	2961	39.3%
22	ARBOR CREST	2000	PUD	9000 to 12500	9274 CHENY TRAIL	11784	0.271	2555	21.7%
22	ARBOR CREST	2000	PUD	9000 to 12500	9249 CHENY TRL	11738	0.269	2846	24.2%
22	ARBOR CREST	2000	PUD	9000 to 12500	9253 CHENY TRL	9899	0.227	3414	34.5%
22	ARBOR CREST	2000	PUD	9000 to 12500	9262 CHENY TRL	12064	0.277	4664	38.7%
15	ARBOR POINTE 2ND ADD	1996	PUD	9000 to 12500	8431 COLLEGE TRL	10923	0.251	3665	33.6%
18	AUTUMN WOODS	1994	R-1C	9000 to 12500	8251 DAWSON WAY	12324	0.283	3210	26.0%
16	BIRCHWOOD PONDS N	1994	PUD	9000 to 12500	8361 CAREW CT	12273	0.282	4062	33.1%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	4546 AUGUST WAY	9058	0.208	2538	28.0%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	2020 UPPER 45TH STE	9503	0.218	4421	46.5%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	2025 UPPER 45TH STE	10453	0.240	5169	49.5%
21	HIDDEN FOREST	2000	PUD	9000 to 12500	9227 CHENY TRL	9925	0.228	3303	33.3%
13	KASSAN HOEKSTRA	1992	R-1C	9000 to 12500	7986 BLANCHARD CT	11922	0.274	3509	29.4%
7	KELLY LANE ADD	1989	R-1C	9000 to 12500	2945 46TH CT E	12169	0.279	4458	36.6%
12	KRYZER ADD	1991	R-1C	9000 to 12500	2681 78TH ST E	12431	0.285	3516	28.3%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	6361 BECKMAN AVENUE CT	10677	0.245	3656	34.2%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	2134 63RD ST E	11355	0.261	3995	35.2%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	6442 BARCLAY AVE	12300	0.282	4710	38.3%
34	South Grove #2	1957	R-1C	9000 to 12500	3751 UPPER 73RD ST E	10600	0.243	2140	20.2%
34	South Grove #2	1957	R-1C	9000 to 12500	7447 CLEADIS WAY E	10890	0.250	2329	21.4%
34	South Grove #2	1957	R-1C	9000 to 12500	3922 UPPER 73RD ST E	10875	0.250	2649	24.4%
34	South Grove #2	1957	R-1C	9000 to 12500	7243 COOPER AVE E	10421	0.239	2890	27.7%
34	South Grove #2	1957	R-1C	9000 to 12500	3710 UPPER 73RD ST	9615	0.221	3093	32.2%
34	South Grove #2	1957	R-1C	9000 to 12500	3653 75TH ST E	10448	0.240	5085	48.7%
27	Southern Lakes	1999	R-1C	9000 to 12500	10738 ALISON WAY	11211	0.257	4006	35.7%
10	VILLAGE HEIGHTS	1997	R-1C	9000 to 12500	3829 63RD ST E	12065	0.277	3852	31.9%
10	VILLAGE HEIGHTS	1997	R-1C	9000 to 12500	6421 CORYELL CT	11979	0.275	4029	33.6%
25	WHISTLETREE WOODS	2003	PUD	9000 to 12500	8124 CLIFFORD CIR	11942	0.274	3551	29.7%
25	WHISTLETREE WOODS	2003	PUD	9000 to 12500	8116 CLIFFORD CT	10038	0.230	3594	35.8%
4	WOODHAVEN PONDS	2000	R-1C	9000 to 12500	6257 BOLLAND TRL	12072	0.277	4354	36.1%
22	ARBOR CREST	2000	PUD	12500 to 17000	9250 CHENY TRL	16231	0.373	3509	21.6%
18	AUTUMN WOODS	1994	R-1C	12500 to 17000	8264 DAWSON WAY	13236	0.304	3664	27.7%
19	AUTUMN WOODS	1994	R-1C	12500 to 17000	8292 COPPERFIELD CT	15909	0.365	3620	22.8%
16	BIRCHWOOD PONDS E 2ND	1997	PUD	12500 to 17000	8494 COLLEGE TRL	14232	0.327	3507	24.6%
20	BIRCHWOOD PONDS E 2ND	1997	PUD	12500 to 17000	8524 COLLEGE TRL	16888	0.388	5559	32.9%
20	BIRCHWOOD PONDS N	1994	PUD	12500 to 17000	8445 CALVIN CT	15090	0.346	2984	19.8%
9	BIRCHWOOD PONDS SOUTH	1994	PUD	12500 to 17000	8516 CAMPBELL AVE	14875	0.341	3025	20.3%
21	BIRCHWOOD PONDS SOUTH	1994	PUD	12500 to 17000	8603 BIRCH BLVD	13778	0.316	3007	21.8%
21	GROVELAND PARK 1&2	1956-9	R-1C	12500 to 17000	4540 AUDREY AVE E	13788	0.317	2741	19.9%
13	HIDDEN FOREST	2000	PUD	12500 to 17000	9160 CAVANAUGH CT	14833	0.341	3341	22.5%
7	HIDDEN FOREST	2000	PUD	12500 to 17000	9132 CHENY TRL	13123	0.301	3166	24.1%
7	KASSAN HOEKSTRA	1992	R-1C	12500 to 17000	7936 BLANCHARD WAY E	15060	0.346	2624	17.4%
5	KASSAN HOEKSTRA	1992	R-1C	12500 to 17000	7990 BLANCHARD CT	15933	0.366	4779	30.0%
3	KELLY LANE ADD	1989	R-1C	12500 to 17000	2930 46TH CT E	12846	0.295	3256	25.3%
27	KELLY LANE ADD	1989	R-1C	12500 to 17000	2960 46TH CT E	15720	0.361	4065	25.9%
27	KRYZER ADD	1991	R-1C	12500 to 17000	2635 79TH STE	15564	0.357	5362	34.5%
14	MAJESTIC WOODLANDS	1996	PUD	12500 to 17000	5908 BRADBURY CT	12984	0.298	3672	28.3%
10	MAJESTIC WOODLANDS	1996	PUD	12500 to 17000	5938 BURKE TRL	13521	0.310	5960	44.1%
25	Salem Hills Farms	1994	R-1C	12500 to 17000	6340 BAKER AVE	16999	0.390	3579	21.1%
4	Salem Hills Farms	1994	R-1C	12500 to 17000	6316 BACHMAN CIR	15139	0.348	6881	45.5%
5	South Grove #2	1957	R-1C	12500 to 17000	3656 74TH STE	14651	0.336	4740	32.4%
34	Southern Lakes	1999	R-1C	12500 to 17000	10875 ALISON WAY	13819	0.317	3423	24.8%
3	Southern Lakes	1999	R-1C	12500 to 17000	10953 ALISON CT	15454	0.355	4084	26.4%
12	TIMBER PONDS	1997	R-1C	12500 to 17000	3456 83RD ST E	13600	0.312	3440	25.3%
4	VILLAGE HEIGHTS	1997	R-1C	12500 to 17000	6450 CORYELL CT	16945	0.389	3514	20.7%
18	WHISTLETREE WOODS	2003	PUD	12500 to 17000	8244 CLEARY CT	14414	0.331	2914	20.2%
13	WOODHAVEN PONDS	2000	R-1C	12500 to 17000	6221 BOLLAND TRL	16626	0.382	4020	24.2%
19	WOODHAVEN PONDS	2000	R-1C	12500 to 17000	6237 BOLLAND TRL	15635	0.359	5241	33.5%

# CITY OF INVER GROVE HEIGHTS IMPERVIOUS SURFACE STUDY

January 15, 2010

**TABLE 13: LOT SAMPLING OF IMPERVIOUS SURFACE (SORTED BY DEVELOPMENT/%IMPERVIOUS)**

ID	DEVELOPMENT	YEAR	ZONING	LOT CATEGORY (SF)	ADDRESS	LOT SIZE (SF)	LOT SIZE (ac)	*LOT IMPERVIOUS (SF)	*PERCENT IMPERVIOUS
22	ARBOR CREST	2000	PUD	17000 to 25000	9281 CHENEY TRL	17421	0.400	3414	19.6%
22	ARBOR CREST	2000	PUD	12500 to 17000	9250 CHENEY TRL	16231	0.373	3509	21.6%
22	ARBOR CREST	2000	PUD	9000 to 12500	9274 CHENEY TRAIL	11784	0.271	2555	21.7%
22	ARBOR CREST	2000	PUD	9000 to 12500	9249 CHENEY TRL	11738	0.269	2846	24.2%
22	ARBOR CREST	2000	PUD	9000 to 12500	9253 CHENEY TRL	9899	0.227	3414	34.5%
22	ARBOR CREST	2000	PUD	9000 to 12500	9262 CHENEY TRL	12064	0.277	4664	38.7%
15	ARBOR POINTE 2ND ADD	1996	PUD	1 to 2.5 Acre	8335 COLLEGE TRL	44748	1.027	3611	8.1%
15	ARBOR POINTE 2ND ADD	1996	PUD	17000 to 25000	8466 COLLEGE TRL	24640	0.566	4173	16.9%
15	ARBOR POINTE 2ND ADD	1996	PUD	17000 to 25000	8370 COLLEGE TRL	18086	0.415	3881	21.5%
15	ARBOR POINTE 2ND ADD	1996	PUD	9000 to 12500	8431 COLLEGE TRL	10923	0.251	3665	33.6%
18	AUTUMN WOODS	1994	R-1C	25000 to 1 Acre	8278 DAWSON WAY	32627	0.749	3593	11.0%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8277 COPPERFIELD CT	23856	0.548	2989	12.5%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8281 DAWSON WAY	17001	0.390	2851	16.8%
18	AUTUMN WOODS	1994	R-1C	17000 to 25000	8268 DAWSON CT	17885	0.411	3290	18.4%
19	AUTUMN WOODS	1994	R-1C	12500 to 17000	8292 COPPERFIELD CT	15909	0.365	3620	22.8%
18	AUTUMN WOODS	1994	R-1C	9000 to 12500	8251 DAWSON WAY	12324	0.283	3210	26.0%
18	AUTUMN WOODS	1994	R-1C	12500 to 17000	8264 DAWSON WAY	13236	0.304	3664	27.7%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8566 COLLEGE TRL	27464	0.630	3967	14.4%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8583 COLLEGE TRAIL	26575	0.610	4218	15.9%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8487 COLLEGE TRL	21265	0.488	3452	16.2%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8552 COLLEGE TRL	22370	0.514	4046	18.1%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8439 CASEY CT	18641	0.428	3824	20.5%
16	BIRCHWOOD PONDS E 2ND	1997	PUD	12500 to 17000	8494 COLLEGE TRL	14232	0.327	3507	24.6%
19	BIRCHWOOD PONDS E 2ND	1997	PUD	17000 to 25000	8474 CASEY CT	19265	0.442	4783	24.8%
20	BIRCHWOOD PONDS E 2ND	1997	PUD	12500 to 17000	8524 COLLEGE TRL	16888	0.388	5559	32.9%
16	BIRCHWOOD PONDS E 2ND	1997	PUD	25000 to 1 Acre	8573 CARSON CT	29365	0.674	10602	36.1%
20	BIRCHWOOD PONDS N	1994	PUD	25000 to 1 Acre	8329 CAREW CT	25652	0.589	4405	17.2%
16	BIRCHWOOD PONDS N	1994	PUD	17000 to 25000	8450 CALVIN CT	18013	0.414	3391	18.8%
20	BIRCHWOOD PONDS N	1994	PUD	12500 to 17000	8445 CALVIN CT	15090	0.346	2984	19.8%
16	BIRCHWOOD PONDS N	1994	PUD	9000 to 12500	8361 CAREW CT	12273	0.282	4062	33.1%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	25000 to 1 Acre	8504 BIRCH BLVD	40090	0.920	5942	14.8%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8528 BIRCH BLVD	19639	0.451	3155	16.1%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8594 BIRCH CT	17154	0.394	2957	17.2%
24	BIRCHWOOD PONDS SOUTH	1994	PUD	25000 to 1 Acre	8519 BIRCH BLVD	32389	0.744	5785	17.9%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8627 BIRCH BLVD	18526	0.425	3530	19.1%
9	BIRCHWOOD PONDS SOUTH	1994	PUD	12500 to 17000	8516 CAMPBELL AVE	14875	0.341	3025	20.3%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8539 CAMPBELL ST	17104	0.393	3720	21.8%
21	BIRCHWOOD PONDS SOUTH	1994	PUD	12500 to 17000	8603 BIRCH BLVD	13778	0.316	3007	21.8%
20	BIRCHWOOD PONDS SOUTH	1994	PUD	17000 to 25000	8605 BIRCH CT	19566	0.449	4505	23.0%
24	BOULDER CREST	1996	E-2	1 to 2.5 Acre	11096 APENNINE WAY	90861	2.086	5578	6.1%
24	BOULDER CREST	1996	E-2	2.5 to 5 Acre	11166 APENNINE WAY	109086	2.504	8152	7.5%
24	BOULDER CREST	1996	E-2	2.5 to 5 Acre	11284 APENNINE WAY	109015	2.503	9155	8.4%
24	BOULDER CREST	1996	R-1C	17000 to 25000	11129 APENNINE WAY	21174	0.486	3568	16.9%
6	BOULDER CREST	1996	R-1C	25000 to 1 Acre	11060 APENNINE WAY	30836	0.708	6846	22.2%
11	BOULDER CREST	1996	R-1C	17000 to 25000	11239 APENNINE WAY	18783	0.431	6280	33.4%
11	DAWN WAY RIDGE	2001	R-1C	17000 to 25000	6032 CROMWELL CT	24861	0.571	4141	16.7%
6	DAWN WAY RIDGE	2001	R-1C	17000 to 25000	6072 CROMWELL CT	21179	0.486	3652	17.2%
6	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5895 BLACKBERRY TRL	29181	0.670	4034	13.8%
21	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5926 BLACKBERRY BRG PATH	27642	0.635	4482	16.2%
21	FORESTHAVEN	1989	R-1C	17000 to 25000	5870 BLACKBERRY BRIDGE PATH	22316	0.512	6155	27.6%
17	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5865 BLACKBERRY TRL	34417	0.790	9538	37.7%
9	FORESTHAVEN	1989	R-1C	17000 to 25000	BLACKBERRY TRL E	18389	0.422	6504	35.4%
5	FORESTHAVEN	1989	R-1C	25000 to 1 Acre	5934 BLACKBERRY BRIDGE	25659	0.589	9089	35.4%
21	GROVELAND PARK 1&2	1956-9	R-1C	12500 to 17000	4540 AUDREY AVE E	13788	0.317	2741	19.9%
21	GROVELAND PARK 1&2	1956-9	R-1C	17000 to 25000	4580 BARBARA AVE	17683	0.406	3611	20.4%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	4546 AUGUST WAY	9058	0.208	2538	28.0%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	2020 UPPER 45TH ST E	9513	0.218	4421	46.5%
9	GROVELAND PARK 1&2	1956-9	R-1C	9000 to 12500	2025 UPPER 45TH ST E	10453	0.240	5169	49.5%
3	HIDDEN FOREST	2000	PUD	25000 to 1 Acre	9216 CHAPMAN CT	27402	0.629	3735	13.6%
21	HIDDEN FOREST	2000	PUD	17000 to 25000	9173 CAVANAUGH CT	22224	0.510	3589	16.1%
13	HIDDEN FOREST	2000	PUD	17000 to 25000	9219 CHAPMAN CT	22389	0.514	3725	16.6%
13	HIDDEN FOREST	2000	PUD	12500 to 17000	9160 CAVANAUGH CT	14833	0.341	3341	23.5%
13	HIDDEN FOREST	2000	PUD	17000 to 25000	9007 COFFMAN CIR	18480	0.424	4298	23.3%
7	HIDDEN FOREST	2000	PUD	12500 to 17000	9132 CHENEY TRL	31123	0.301	3166	24.1%
12	HIDDEN FOREST	2000	PUD	17000 to 25000	9214 CHENEY TRL	20147	0.463	6467	32.1%
21	HIDDEN FOREST	2000	PUD	9000 to 12500	9227 CHENEY TRL	9925	0.228	3303	33.3%
5	KASSAN HOEKSTRA	1992	R-1C	17000 to 25000	7925 BLANCHARD WAY E	18095	0.415	3142	17.4%
7	KASSAN HOEKSTRA	1992	R-1C	12500 to 17000	7936 BLANCHARD WAY E	15060	0.346	2624	17.4%
17	KASSAN HOEKSTRA	1992	R-1C	17000 to 25000	2538 79TH ST E	17905	0.411	3964	22.1%
13	KASSAN HOEKSTRA	1992	R-1C	9000 to 12500	7986 BLANCHARD CT	11922	0.274	3509	29.4%
5	KASSAN HOEKSTRA	1992	R-1C	12500 to 17000	7990 BLANCHARD CT	15933	0.366	4779	30.0%
3	KELLY LANE ADD	1989	R-1C	12500 to 17000	2930 46TH CT E	12846	0.295	3256	25.3%
27	KELLY LANE ADD	1989	R-1C	12500 to 17000	2960 46TH CT E	15720	0.361	4065	25.9%
7	KELLY LANE ADD	1989	R-1C	9000 to 12500	2945 46TH CT E	12169	0.279	4458	36.6%
17	KRYZER ADD	1991	R-1C	17000 to 25000	2736 78TH ST E	23657	0.543	5251	22.2%
12	KRYZER ADD	1991	R-1C	9000 to 12500	2681 78TH ST E	12431	0.285	3516	28.3%
27	KRYZER ADD	1991	R-1C	12500 to 17000	2635 79TH ST E	15564	0.357	5362	34.5%
3	MAJESTIC WOODLANDS	1996	PUD	17000 to 25000	5812 BRYANT LN	23861	0.548	2749	11.5%
23	MAJESTIC WOODLANDS	1996	PUD	25000 to 1 Acre	5898 BURKE TRL	32858	0.754	4475	13.6%
14	MAJESTIC WOODLANDS	1996	PUD	12500 to 17000	5908 BRADBURY CT	12984	0.298	3672	28.3%
34	MAJESTIC WOODLANDS	1996	PUD	17000 to 25000	5957 BRADBURY CT	23147	0.531	6867	29.7%
10	MAJESTIC WOODLANDS	1996	PUD	12500 to 17000	5938 BURKE TRL	13521	0.310	5960	44.1%
27	PONDVIEW ESTATES	2000	R-1C	17000 to 25000	7095 BESTER AVE	21044	0.483	3173	15.1%
23	PONDVIEW ESTATES	2000	R-1C	25000 to 1 Acre	7050 BESTER AVE	37987	0.872	5987	15.8%
27	PONDVIEW ESTATES	2000	R-1C	17000 to 25000	7055 BESTER AVE	18986	0.436	3719	19.6%

**TABLE 13: LOT SAMPLING OF IMPERVIOUS SURFACE (SORTED BY DEVELOPMENT/%IMPERVIOUS)**

ID	DEVELOPMENT	YEAR	ZONING	LOT CATEGORY (SF)	ADDRESS	LOT SIZE (SF)	LOT SIZE (ac)	*LOT IMPERVIOUS (SF)	*PERCENT IMPERVIOUS
25	Salem Hills Farms	1994	R-1C	12500 to 17000	6340 BAKER AVE	16999	0.390	3579	21.1%
14	Salem Hills Farms	1994	R-1C	17000 to 25000	6401 BECKMAN AVENUE CT	24187	0.555	5316	22.0%
23	Salem Hills Farms	1994	R-1C	25000 to 1 Acre	1808 63RD ST E	25321	0.581	6839	27.0%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	6361 BECKMAN AVENUE CT	10677	0.245	3656	34.2%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	2134 63RD ST E	11355	0.261	3995	35.2%
3	Salem Hills Farms	1994	R-1C	9000 to 12500	6442 BARCLAY AVE	12300	0.282	4710	38.3%
3	Salem Hills Farms	1994	R-1C	<9000	6421 BARCLAY AVE E	7527	0.173	2961	39.3%
3	Salem Hills Farms	1994	R-1C	<9000	6401 BARCLAY AVE	7058	0.162	2961	41.9%
4	Salem Hills Farms	1994	R-1C	12500 to 17000	6316 BACHMAN CIR	15139	0.348	6881	45.5%
23	South Grove #2	1957	R-1C	17000 to 25000	3639 73RD CT E	19807	0.455	3089	15.6%
34	South Grove #2	1957	R-1C	9000 to 12500	3751 UPPER 73RD ST E	10600	0.243	2140	20.2%
34	South Grove #2	1957	R-1C	9000 to 12500	7447 CLEADIS WAY E	10890	0.250	2329	21.4%
34	South Grove #2	1957	R-1C	9000 to 12500	3922 UPPER 73RD ST E	10875	0.250	2649	24.4%
34	South Grove #2	1957	R-1C	9000 to 12500	7243 COOPER AVE E	10421	0.239	2890	27.7%
34	South Grove #2	1957	R-1C	9000 to 12500	3710 UPPER 73RD ST	9615	0.221	3093	32.2%
5	South Grove #2	1957	R-1C	12500 to 17000	3656 74TH ST E	14651	0.336	4740	32.4%
34	South Grove #2	1957	R-1C	9000 to 12500	3653 75TH ST E	10448	0.240	5085	48.7%
25	Southern Lakes	1999	R-1C	17000 to 25000	10816 ALBERTON CT	22120	0.508	4138	18.7%
24	Southern Lakes	1999	R-1C	17000 to 25000	10944 ANDOVER CT	23674	0.543	5497	23.2%
34	Southern Lakes	1999	R-1C	12500 to 17000	10875 ALISON WAY	13819	0.317	3423	24.8%
3	Southern Lakes	1999	R-1C	12500 to 17000	10953 ALISON CT	15454	0.355	4084	26.4%
4	Southern Lakes	1999	R-1C	17000 to 25000	10568 ALISON WAY	21013	0.482	5856	27.9%
27	Southern Lakes	1999	R-1C	9000 to 12500	10738 ALISON WAY	11211	0.257	4006	35.7%
14	TIMBER PONDS	1997	R-1C	1 to 2.5 Acre	8399 CLAYMORE CT	63973	1.469	6527	10.2%
21	TIMBER PONDS	1997	R-1C	17000 to 25000	8201 CLAYMORE CT	23196	0.532	3866	16.7%
12	TIMBER PONDS	1997	R-1C	12500 to 17000	3456 83RD ST E	13600	0.312	3440	25.3%
14	TIMBER PONDS	1997	R-1C	25000 to 1 Acre	8366 CLAYMORE CT	25452	0.584	7689	30.2%
6	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7595 CAHILL CT E	37774	0.867	4603	12.2%
25	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7583 CAHILL CT	29938	0.687	3656	12.2%
19	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7575 CAHILL CT E	27489	0.631	3494	12.7%
6	VALLEY VIEW POINT	1991	R-1C	17000 to 25000	7599 CAHILL CT	17433	0.400	3543	20.3%
25	VALLEY VIEW POINT	1991	R-1C	25000 to 1 Acre	7569 CAHILL AVE	30561	0.702	6686	21.9%
4	VILLAGE HEIGHTS	1997	R-1C	12500 to 17000	6450 CORYELL CT	16945	0.389	3514	20.7%
10	VILLAGE HEIGHTS	1997	R-1C	9000 to 12500	3829 63RD ST E	12065	0.277	3852	31.9%
10	VILLAGE HEIGHTS	1997	R-1C	9000 to 12500	6421 CORYELL CT	11979	0.275	4029	33.6%
5	WHISTLETREE WOODS	2003	PUD	17000 to 25000	8106 CLIFFORD CIR	23336	0.536	2765	11.8%
18	WHISTLETREE WOODS	2003	PUD	12500 to 17000	8244 CLEARY CT	14414	0.331	2914	20.2%
6	WHISTLETREE WOODS	2003	PUD	25000 to 1 Acre	8219 CLEARY CT	26109	0.599	5670	21.7%
25	WHISTLETREE WOODS	2003	PUD	9000 to 12500	8124 CLIFFORD CIR	11942	0.274	3551	29.7%
25	WHISTLETREE WOODS	2003	PUD	9000 to 12500	8116 CLIFFORD CT	10038	0.230	3594	35.8%
27	WOODHAVEN PONDS	2000	R-1C	17000 to 25000	6205 BOLLAND TRL	24718	0.567	4181	16.9%
13	WOODHAVEN PONDS	2000	R-1C	12500 to 17000	6221 BOLLAND TRL	16626	0.382	4020	24.2%
19	WOODHAVEN PONDS	2000	R-1C	12500 to 17000	6237 BOLLAND TRL	15635	0.359	5241	33.5%
4	WOODHAVEN PONDS	2000	R-1C	9000 to 12500	6257 BOLLAND TRL	12072	0.277	4354	36.1%

\* Adjusted value (removed 250sf driveway in street)

Worst Case Lot in a Development

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER CHANGE ORDER NO. SIX FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION**

Meeting Date: March 22, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the attached Change Order No. 6 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

**SUMMARY** As the Council will recall, throughout the length of this project we will be asking the Council to consider any change orders at the second meeting of the month, with a Pay Voucher request from the Contractor on the first meeting of the month with a revised contract amount.

As Council will also recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

This Change Order request comprises fifteen items. The Architect has provided a brief explanation of each of the items:

ASI 024 Hydronic piping and ductwork resizing and rerouting due to tight clearances. Size and routing adjustments were required to accommodate geothermal well field condenser and piping that interfaces with well field. Structure and existing penthouse dimensions limit available space. \$8,508

ASI 034 Wall Pocket at Stair A. Coordination of draft curtain at Stair A with adjacent wall and railing. \$233

ASI 035 Mechanical Revisions. Coordination of mechanical register with wood wall at Stair A. Provide return air grilles and transfer ducts at three offices. Provide supply duct to Visitation 1121. \$1,427

ASI 040 Modify soffit at Stair B. Ceiling and draft curtain coordination at Stair B. \$322

ASI 043 Modify Coiling Grille at ADA Counter. Provide active rather than passive obstruction detection. Provide coiling grille closure panel extension at ADA portion of Fire 2175 Service Counter. Delete passive obstruction detection at all coiling doors/grilles to remove hazard for operating cable, and provide active operation for closing. –(\$769)

PR 016 Increase size of Doors 1145, Revise Glazing in Door 1151A, Revise Frame 2211. Cost for fire rated glass, based in the code official’s requirement. Item was inadvertently not included in the addendum. \$1,734

PR018R Modify Penthouse exterior louver and provide scuppers and downspouts from upper roof to lower roof. Modify louvers to accommodate scuppers and provide downspouts at penthouse roof. \$625

PR 32 R2 Soffit and structural modifications at coiling overhead grilles. Required to accommodate actual coiling grilles being supplied. Modify soffit at cross corridor coiling overhead grille, modify structural joist bridging to accommodate coiling grille housing and operator. \$92

PR 034 Delete doors in penthouse. Doors in the penthouse aren't required between the two spaces. Frames are kept to maintain finished opening. -(\$510)

PR 038 Modify bridging in penthouse. Modifications to structural bridging in between joists in penthouse to mount ductwork as high as possible in joist spaces. Addressed very low clearances and improves access/serviceability of penthouse equipment. \$1,033

PR 040 Delete projection screens included in the technology package. Scope revised to coordinate with screens provided in the technology package. -(\$6,457)

PR 043 Delete masonry column enclosures at squad garage. Not required due to deletion of fireproofing. Revised work includes added cost of painting columns. -(\$68)

PR 045R Delete four (4) Type HH light fixtures from installation into precast concrete. Contractor constructed well without lights installed. Adjacent lighting will be adequate. -(\$168)

GCPR 09 Additional Xcel service charges. Subsequent to award of the construction contract Xcel revised their service route to run the underground electrical service lines on the north/west side of Barbara Avenue instead of the south/east side as discussed during design. This resulted in an increase in the connection cost. Xcel was unwilling to route the lines as originally discussed during design. The initial added cost/claim was for \$22,804. City staff, Owner's Rep, and Architect met with Xcel and negotiated a reduced cost. \$8,174

GCPR 14 Hand Dryers. Cost is for hand dryers which were not included in the bid. Documents indicated electrical power for the dryers, but not the actual dryers. Cost is for 8 hand dryers at about \$575 each including installation and contractor's markups. \$4,597

GCPR 21 Modify diffuser at Stair B. Coordination of mechanical register with draft curtain at Stair B. Add return air grille and transfer duct at police large conference room 2113. \$1,642

The Contract amount is reflected to increase a total of \$20, 415.00 for these sixteen items for a revised contract total of \$11,723,393.00.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$392,108 with the above changes/amounts.

# CHANGE ORDER

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
FIELD \_\_\_\_\_  
OTHER \_\_\_\_\_

AIA DOCUMENT G701

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

<b>PROJECT:</b>	Inver Grove Heights Public Safety & City Hall Remodel	<b>CHANGE ORDER NO.:</b>	Six (06)
		<b>DATE:</b>	March 22, 2010
<b>TO CONTRACTOR:</b>	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	<b>ARCHITECT'S PROJECT #:</b>	1643.01
		<b>CONTRACT DATE:</b>	May 19, 2009
		<b>CONTRACT FOR:</b>	Addition & Remodel

The contract is changed as follows:

	Description	Cost	Days
1.	ASI-024 Hydronic piping, ductwork resizing and rerouting due to tight clearances	\$8,508	0
2.	ASI 034 Coordinate draft curtain with railing at Stair A	\$233	0
3.	ASI 035 Coordinate mechanical diffuser and draft curtain at Stair B	\$1,427	0
4.	ASI 040 Modify soffit at Stair B	\$322	0
5.	ASI 043 Modify coiling grille at ADA counter. Delete passive obstruction detection at coiling counter grilles and cross corridor grilles	-\$769	0
6.	PR 016 Increase size of Doors 1145, revise glazing in door 1151A, and revise hollow metal frame 2211.	\$1,734	0
7.	PR 018R Modify penthouse exterior louver, scuppers, and downspouts	\$625	0
8.	PR 032R Modify soffit and structure at coiling overhead grilles	\$92	0
9.	PR 034 Delete doors in penthouse	-\$510	0
10.	PR 038 Modify bridging in penthouse	\$1033	0
11.	PR 040 Delete projection screens from General Contract	-\$6,457	0
12.	PR 043 Delete masonry column enclosures in squad garage, paint columns	-\$68	0
13.	PR 045 Delete (4) Type HH step lights	-\$168	0
14.	GCPR 09 Additional Xcel service charges	\$8,174	0
15.	GCPR 14 Hand dryers	\$4,597	0
16.	GCPR 21 Modify diffuser at Stair A. Provide return air grilles and transfer ducts at 3 offices, provide supply air to Visitation.	\$1,642	

The original (Contract Sum)(Guaranteed Maximum Price) was	\$11,501,900.00
Net change by previously authorized Change Orders	\$201,078.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$11,702,978.00
The (Contract Sum)(Guaranteed Maximum Price) will be	\$20,415.00
(increased)(decreased)(unchanged) by this change order in the amount of	
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$11,723,393.00

The Contract time will be (increased)(decreased)(unchanged).

The date of Substantial Completion therefore is (increased)(decreased)(unchanged) .

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Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc.	Shaw-Lundquist & Associates	City of Inver Grove Heights
Address	Address	Address
222 N. 2nd Street	2757 West Service Road	8150 Barbara Avenue
Minneapolis, MN 55401	St. Paul, MN 55121	Inver Grove Heights, MN 55077

BY \_\_\_\_\_ BY \_\_\_\_\_ BY \_\_\_\_\_

Ted Redmond, President

DATE \_\_\_\_\_ DATE \_\_\_\_\_ DATE \_\_\_\_\_

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**AIA DOCUMENT G701** \* CHANGE ORDER \* 1987 EDITION \* AIA - COPYRIGHT 1987 \*

THE AMERICAN INSTITUTE OF ARCHITECT'S, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292

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**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 22, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** 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. It is re-written in its entirety.

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
- 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 was delivered to residents on March 9<sup>th</sup>. The materials on the web site were enhanced following Council direction that “under restraint” was clearly defined, and potentially dangerous dogs and dangerous dogs were defined.

During the discussion at the March 8<sup>th</sup> Council meeting, Council members asked that staff contact the local veterinary clinics and ask if they had any comments on the vaccination requirements. The proposed regulations require that “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.” The letter went out on Wednesday, March 10 and as of Thursday, March 18<sup>th</sup> staff has not been contacted by any of the veterinary clinics.

Below are the proposed fees for the various provisions of the ordinance. We would ask the Council to consider amending the Fee Schedule at the 3<sup>rd</sup> and final reading.

Dogs	<del>5-4-2-1</del> <u>5-4-3-A-2</u>	May 1 <u>2 year license</u> <u>Dec. 31</u>	<del>\$10- \$20</del> male/female <del>\$6- \$12</del> spayed/neutered  ½ license fee
Non-Commercial Kennels	<del>5-4-2-10</del> <del>5-4-9-B</del>	March 31 <u>2 year license</u> <u>December 31</u>	<del>\$50.00 \$100.00</del>  ½ license fee
Commercial Kennels		March 31 <u>2 year license</u> <u>December 31</u>	<del>\$250.00 \$500.00</del>  ½ license fee
Pound Redemption Fees		\$35.00	
Potentially Dangerous/Dangerous Dog Registration		\$500.00/year (January 1 – December 31)	
Duplicate Dog Identification Tag		\$1.00	
Dog License Transfer Fee			
<u>Transfer Ownership</u>		½ Cost of New License	
<u>Transfer from City to Inver Grove Heights</u>		½ Cost of New License	

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

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

**AN ORDINANCE REGULATING ANIMALS WITHIN THE CITY OF INVER  
GROVE HEIGHTS, MINNESOTA AND AMENDING INVER GROVE HEIGHTS  
CITY CODE TITLE 5, CHAPTER 4 AND AMENDING THE 2010 FEE  
SCHEDULE**

The City Council of Inver Grove Heights does hereby ordain:

**Section 1. Amendment.** Title 5, Chapter 4 of the Inver Grove Heights City Code is hereby amended in its entirety as follows:

**Chapter 4  
ANIMAL CONTROL<sup>1</sup>**

**5-4-1: DEFINITIONS:**

For purposes of this chapter, the terms defined in this section have the meanings given them:

~~AT LARGE: A dog is considered to be at large at any time when it is not under "restraint" as defined in this section.~~

~~KENNEL, COMMERCIAL: 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 animal hospitals, clinics and other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.~~

~~KENNEL, NONCOMMERCIAL: 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.~~

~~OWNER: A person or persons, firm, association, or corporation owning, keeping or harboring a dog.~~

~~RESTRAINT: A dog is under restraint if it is controlled by a leash; if it is under a voice or signal command of a competent person providing that the dog will obey such voice or signal command; if it is within the limits of the owner's property; or while it is confined within a vehicle being driven or parked in the streets. (1974 Code § 910.01)~~

## **~~5-4-2: DOGS:~~**

### **~~5-4-2-1: LICENSE AND VACCINATION REQUIREMENTS:~~**

~~A. License Required; Exemptions: No person residing in the city shall own, harbor or keep a dog over six (6) months of age within the city unless a current license for such a dog has been obtained as herein provided, except that individual licenses need not be secured for dogs kept in a licensed commercial kennel as defined in section 5-4-1 of this chapter. (1974 Code § 910.03)~~

~~B. Applications For Licenses; Fees: Applications for licenses shall be made to the clerk or the poundkeeper. The application shall include descriptive information as is necessary to provide a reasonable identification of the dog and his owner. The fees for licenses required by this chapter are established by resolution of the city council. (1974 Code § 910.05)~~

~~C. Term Of Dog And Kennel Licenses; Late Payment Penalty: License fees and applications on dog licenses and kennel licenses shall be issued for one year beginning on May 1 for dog licenses and January 1 for kennel licenses. Applications for licenses may be made sixty (60) days prior to the start of the licensing year, and thereafter during the licensing year. Application made thirty (30) days after the licensing year shall be assessed an additional fee of fifty cents (\$0.50) for each late month or portion thereof, which amount shall be added to and collected with the regular license fee. Any owner who secures a dog after the start of the license year shall be allowed thirty (30) days after acquiring such dog to secure a license. (1974 Code § 910.05; amd. 2008 Code)~~

~~D. New Residents:~~

- ~~1. Any dog owner, upon first becoming a resident of the city, shall be allowed thirty (30) days from such time within which to obtain the dog license. Any dog which may be impounded for violations of this chapter within such thirty (30) day period may be reclaimed by the owner without paying the impounding fees, but such owner shall be responsible for paying for the keeping of such dog during its impoundment.~~
- ~~2. Any dog owner having a valid dog license from another municipality may, within thirty (30) days after becoming an Inver Grove Heights resident, secure an Inver Grove Heights dog license for which the owner shall pay a fee prorated for the remainder of the year upon surrender of the valid license from the previous licensing municipality. An affidavit identifying the dog and stating the date of commencing residence of the owner in the city shall be filed with the application.~~

~~E. Rabies Vaccination:~~

1. ~~To be granted a license, every dog three (3) months of age or older shall be vaccinated against rabies. Every dog shall be revaccinated at not more than twenty four (24) month intervals thereafter.~~
2. ~~Vaccinations shall be performed only by a doctor qualified to practice veterinary medicine in the state in which the dog is vaccinated, and the vaccine used must be effective for a minimum of twenty four (24) months. (1974 Code § 910.05)~~
3. ~~The veterinarian who vaccinates a dog to be licensed in the city shall complete, in triplicate, a certificate of vaccination. One copy shall be issued to the dog owner, one shall be retained in the veterinarian's files, and one shall be sent to the Minnesota board of animal health. The copy issued to the owner is to be shown to the city at the time of application for a license. (1974 Code § 910.05; amd. 2008 Code)~~
4. ~~In the instance of vaccinations performed at a city animal clinic, the veterinarian shall complete, in triplicate, a certificate of vaccination. The original shall be issued to the dog owner and the second and third copies retained by the city. (1974 Code § 910.05)~~

~~F. Tag And Collar: Upon complying with the provisions of this section, there shall be issued to the owner a metallic tag, stamped with a number and the year for which issued. The shape and design of such tag shall be changed from year to year. Every owner is required to keep a valid tag securely fastened to the dog's choke chain, collar or harness, which must be worn by the dog at all times. In the event that the metallic license tag issued for a dog shall be lost, the owner may obtain a duplicate tag upon the payment of one dollar (\$1.00). (1974 Code §§ 910.05, 910.07)~~

~~G. Change Of Ownership: If there is a change of ownership of a dog during a license year, the new owner may have the current license changed to his name upon the payment of a transfer fee of one half ( $\frac{1}{2}$ ) the original fee or may secure a new license. (1974 Code § 910.05)~~

#### **~~5-4-2-2: RESTRAINT OF DOG:~~**

~~Every owner shall keep his dog under restraint at all times. (1974 Code § 910.09)~~

#### **~~5-4-2-3: CONFINEMENT OF CERTAIN DOGS:~~**

~~A. Dangerous, Vicious Dogs: Every owner shall confine within a building or secure enclosure every fierce, dangerous or vicious dog and not take such dog out of such enclosure unless such dog is securely muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person. (1974 Code § 910.11; amd. 2008 Code)~~

~~B. Female Dogs In Estrus: Every female dog in heat shall be kept confined within a building in such manner that such female dog cannot come in contact with another dog except for breeding purposes. (1974 Code § 910.11)~~

#### ~~5-4-2-4: NOISY DOGS:~~

~~No person shall keep or harbor a dog in the city which habitually barks or cries. Any such dog is hereby declared to be a public nuisance. (1974 Code § 910.13)~~

#### ~~5-4-2-5: EXCREMENT REMOVAL REQUIRED:~~

~~A. Removal Required:~~

- ~~1. Any person who owns, keeps, possesses, harbors or has custody or control of any dog shall keep his property clean of feces matter created by the dog.~~
- ~~2. Any person who owns, keeps, possesses, harbors or has custody or control of a dog and who causes or permits the dog to be on any property not owned or possessed by such person shall:~~
  - ~~a. Have in the person's possession while accompanying the dog a device or equipment for immediately picking up and removing any feces created by the dog; and~~
  - ~~b. Shall remove any feces created by the dog from such property to a proper waste receptacle.~~

~~B. Exemptions:~~

- ~~1. This section does not apply to the possession, custody, control or use of seeing eye dogs by blind persons.~~
- ~~2. This section does not apply to A agricultural or E estate zoned property.~~

~~C. Violation; Penalty: Violation of this section is a petty misdemeanor which is punishable by a fine of twenty five dollars (\$25.00), payable without the necessity of a court appearance, unless otherwise ordered by the court. (1974 Code § 910.49)~~

#### ~~5-4-2-6: IMPOUNDMENT AND REDEMPTION PROVISIONS:~~

~~A. Pound Designated: The council may provide for a municipal dog pound or may designate as a dog pound a suitable kennel either within or outside the limits of the city. (1974 Code § 910.15)~~

~~B. Poundkeeper: The council shall designate the poundkeeper. (1974 Code § 910.17)~~

C. Impoundment Procedure:

1. Authority: Any dog found in violation of this chapter may be taken up by such officers as the council shall designate and impounded in the dog pound and there confined in a humane manner.
2. Notice To Owner: Immediately upon the impounding of a dog wearing a current license, the officer shall make every reasonable effort to notify the owner of such dog of such impoundment and of the conditions whereby the owner may regain custody of the dog. Any verbal notices shall immediately be confirmed in writing by the animal control officer.
3. Right Of Entry: To enforce this chapter, officers may enter upon the private premises where it appears or where there is reasonable cause to believe that a dog is not licensed or is not being kept confined or restrained as required herein or in pursuit of a dog running at large. Any owner shall produce for the officer's inspection his license or receipt when requested to do so by such officer.
4. Treatment Of Impounded Dogs: Any dog which is impounded in the dog pound shall be kept with kind treatment and sufficient food and water for the dog's comfort. If such dog is not known or suspected of being rabid and has not bitten a person, it shall be kept in the dog pound for at least six (6) days, not including Sundays and holidays, unless sooner reclaimed by its owner. If such dog is known to be or suspected of being rabid or has bitten a person, it shall be kept in the pound at least ten (10) days. (1974 Code § 910.19)

D. Reclamation Or Disposition Of Impounded Dogs:

1. Fees; License Required: Any dog may be redeemed from the pound by the owner paying an impounding fee of:

First redemption—	\$10.00
Second redemption in a 12 month period—	25.00
Third redemption in a 12 month period—	50.00—

plus the cost of the city for keeping such a dog in the pound. If the dog requires a city license, such a license shall also be obtained before the dog is released.

2. Sale: If, at the end of the impounding period, the dog is not reclaimed by the owner, such a dog shall be deemed to have been abandoned and may be sold to any person. If the purchaser will keep or harbor the dog in the city, a license shall also be obtained before possession of the dog is given to the purchaser.
3. Destruction: If such a dog is not sold, then it may be destroyed in a humane manner. (1974 Code § 910.21)

### **~~5-4-2-7: DOGS WHICH CANNOT BE IMPOUNDED:~~**

~~If a dog is diseased, vicious, dangerous, rabid or exposed to rabies and such dog cannot be impounded after a reasonable effort or cannot be impounded without serious risk to the person attempting to impound, such dog may be immediately killed. (1974 Code § 910.27)~~

### **~~5-4-2-8: INTERFERENCE WITH IMPOUNDMENT OFFICIALS:~~**

~~It shall be a violation of this chapter for any unauthorized person to break open the pound or to attempt to do so or to take or let out any dogs therefrom, or to take or attempt to take from any officer any dog taken up by him in compliance with this chapter or in any manner to interfere with or hinder such officer in the discharge of his duties under this chapter. (1974 Code § 910.29)~~

### **~~5-4-2-9: REPORTS AND RECORDS OF POUNDKEEPER:~~**

~~The poundkeeper shall account for and pay over monthly to the city all monies received by him in behalf of the city such as license fees or other fees. The poundkeeper shall also give an accurate written report each month to the city, stating all licenses written by him, all fees collected, all sales made, all dogs impounded, and the duration of the impoundment and all dogs destroyed. (1974 Code § 910.33)~~

### **~~5-4-2-10: KENNELS:~~**

#### **~~A. License Requirements:~~**

- ~~1. No person shall operate or maintain a kennel within the city without first securing a kennel license from the clerk. The fees for such licenses are established by resolution of the city council. The license year shall be from January 1 to December 31 each year. The clerk shall not issue a kennel license until the council approves the same. Each kennel license shall be posted conspicuously on the kennel premises. (1974 Code § 910.31; amd. 2008 Code)~~
- ~~2. The application for a kennel license shall state the name and address of the owner of the kennel, the location where the kennel is to be kept, the number of dogs proposed to be kept and the location of any residential dwellings within one thousand feet (1,000') of the proposed kennel, all in sufficient detail to enable the council members to understand the nature and location of the proposed kennel and its operation. (1974 Code § 910.31)~~

~~B. Construction And Location Requirements: No license shall be granted to any owner for the operation of a kennel unless the area within which the animals are to sleep, eat and exercise shall be enclosed completely with a wire mesh fence at least six feet (6') in height of sufficient gauge to ensure the confinement of said animals. A kennel may be constructed or operated within five hundred feet (500') of any residential dwelling other than the owner's only with the written permission, obtained by said kennel owner, from all residents in dwellings within a five hundred foot (500') radius from said kennel location. (1974 Code § 910.31; amd. 2008 Code)~~

### C. Operation Of Kennels:

1. Every kennel shall be maintained and operated in a neat and sanitary manner.
2. All refuse, garbage and animal waste shall be removed at regular intervals so as to keep the surrounding area free from obnoxious odors.
3. No owner shall permit any of his animals to create any unusual noise from barking, howling or screeching, or create any disturbance or nuisance of any kind which unduly impairs the quiet and peaceful enjoyment of the surrounding areas by other residents. (1974 Code § 910.31)

### **5-4-3: DISPOSITION OF ANIMALS AT OWNER'S REQUEST:**

The cost of disposing of any dog or any animal at the specific request of the owner shall be paid by such owner. Requests of this nature must be made in writing to the chief of police. Proof of ownership or an affidavit to this effect must be made by the person requesting disposition. Payment of the cost shall be made by the owner upon filing of the request for disposition. (1974 Code § 910.23)

### **5-4-4: BITES BY ANIMALS:**

#### A. Impoundment Of Dogs Or Cats After Person Bitten:

1. Any dog or cat that has bitten a person shall immediately be impounded for at least ten (10) days and kept apart from other dogs or animals until it is determined whether said dog or cat had or has rabies. Such impounding may be by the owner and need not be at the dog pound, but if it is not at the dog pound, the owner shall notify the chief of police and shall furnish proof in writing that such dog or cat is being so impounded.
2. On expiration of such ten (10) days, if the dog or cat does not have rabies, the animal may be released, and the chief of police shall be notified just prior to such release. If the dog or cat is impounded in the dog pound, such dog or cat may be reclaimed as herein provided.
3. A dog or cat that has been bitten by a rabid dog or cat or believed to have been exposed to rabies shall be impounded and kept in the same manner and for the same period of time. (1974 Code § 910.25)

B. Reports Of Bite Cases: It is the duty of every physician or any other person to report to the appropriate health officer the names and addresses of persons treated for bites inflicted by animals within the city, together with such other information as will be helpful in rabies control. (1974 Code § 910.37)

C. Veterinarian Responsibilities: It shall be the duty of every licensed veterinarian to report to the poundkeeper his diagnosis of any animal within the city observed by him

as a rabies suspect, and the poundkeeper shall immediately inform the appropriate health officer of such report. (1974 Code § 910.39)

#### **5-4-5: LIVESTOCK AT LARGE PROHIBITED:**

No person, firm, association or corporation shall permit any horse, foal, pony, cattle or other livestock of which such person, firm, association or corporation is the owner, caretaker or custodian to run at large within the city. An animal will be deemed to run at large when it is off the premises owned or rented by its owner and unaccompanied by the owner or an agent or employee of the owner. (1974 Code § 910.41)

#### **5-4-6: RIDING HORSES:**

A. Riding After Dark<sup>2</sup>: No person may ride or drive a horse or pony after the hour of sunset and before the hour of sunrise or at any other time when visibility is impaired by weather, smoke, fog or other conditions along or crossing any public way without appropriate lighting or reflectorized clothing. (1974 Code § 910.43; amd. 2008 Code)

B. Riding In Public Parks And On Roadways:

1. Parks:

- a. No person may ride a horse or pony in any city park except in areas duly designated as a trailway or hiking area.
- b. The city park foreman shall designate and properly post those areas in the city parks where horses and ponies may be ridden.

2. 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 vehicle code applicable to the driver of a motor vehicle, except those provisions which by their nature do not apply.

3. Interference Prohibited: No person shall interfere with any horse or pony being ridden or kept in a lawful manner. (1974 Code § 910.45)

#### **5-4-7: CARE OF ANIMALS:**

All animals kept within the city shall be subject to the following requirements:

A. The size, number, species, facilities for, and the location of animals kept shall be maintained so as to not constitute a danger or nuisance by means of odor, noise or otherwise.

B. ~~The person caring for any animal shall be of sufficient age, knowledge and experience to adequately and safely care for the animal.~~

C. ~~The care, keeping, and shelter of all animals shall conform with Minnesota statutes chapters 35, 343 and 346.~~

D. ~~Animals kept in pet shops, commercial kennels or noncommercial kennels shall be kept in accordance with the applicable provisions of this chapter in addition to the regulations provided in title 10 of this code. (1974 Code § 910.47)~~

### **5-4-8: EXEMPTIONS:**

A. ~~Hospitals And Other Facilities: Hospitals, clinics and other premises operated by licensed veterinarians exclusively for the care and treatment of animals are exempt from the provisions of this chapter except where such duties are expressly stated.~~

B. ~~Nonresidents: The licensing requirements of this chapter shall not apply to any dog belonging to a nonresident of the city and kept within the city for not longer than thirty (30) days, provided that all such dogs shall at all times, while within the city, be kept under restraint. (1974 Code § 910.35)~~

Footnote 1: See also section 10-5-7 of this code.

Footnote 2: See also section 6-1-4 of this code.

### **5-4-1: DEFINITIONS:**

For purposes of this chapter, unless the context clearly indicates otherwise or otherwise defined in Minnesota Statutes Section 347.50 the terms defined in this section have the meanings given them:

AMIMAL: Every non-human species of animal, domestic, permitted nondomestic, and inherently dangerous.

ANIMAL CONTROL AUTHORITY: 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.

RUNNING AT LARGE, RUN AT LARGE, OR AT LARGE: 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.

COMMERCIAL  
KENNEL:

Kenel 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.

COMMERCIAL  
DAYCARE  
KENNEL:

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.

NON-  
COMMERCIAL  
KENNEL:

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.

KENNEL:

A commercial kennel, commercial daycare kennel or non-commercial kennel.

DANGEROUS  
DOG:

Minnesota Statutes Section 347.50.

OWNER:

Minnesota Statutes Section 347.50.

PERSON: One or more natural persons, a firm, partnership, corporation, or any other entity.

PREMISES: A building, structure, shelter, or land where an animal is kept or confined.

VETERINARY HOSPITAL: A place for the treatment, hospitalization, surgery, care and board of animals and birds under the direction of one or more licensed veterinarians.

VACCINATION AGAINST RABIES: The inoculation of a dog or cat with a rabies vaccine by a veterinarian duly licensed to practice veterinary medicine.

POTENTIALLY DANGEROUS DOG: Minnesota Statutes. Section 347.50.

UNDER RESTRAINT: 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.

INHERENTLY DANGEROUS ANIMALS: 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

KEEP: To own, stable, harbor, maintain, possess, or act as a custodian or caretaker for an animal.

PROPER ENCLOSURE: 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.

SUBSTANTIAL BODILY HARM: Minnesota Statutes Section 609.02, subd. 7a.

GREAT  
BODILY HARM:

Minnesota Statutes Section 609.02, subd. 8.

FARM ANIMAL  
AND  
PERMITTED  
NONDOMESTIC  
ANIMAL:

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 Scirridae; rabbits and  
other members of the families Didelphidae and Macropididae; and  
other animals if the owner can show the animals are not inherently  
dangerous.

DOMESTIC  
ANIMALS:

Dogs, cats, caged birds, fish, rabbits, domestic ferrets, snakes (non-  
venomous and non-constrictor species), gerbils, hamsters, guinea  
pigs, white rats or mice.

**5-4-2. 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: domestic animals; farm animals and permitted nondomestic animals; and inherently dangerous animals.

**5-4-3. 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.

A. License Fee and Application.

1. 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:
  - a. The name, age, breed, sex, color, and marking of the dog;
  - b. A certificate showing that the dog has been vaccinated against rabies by a licensed veterinarian;
  - c. 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;
  - d. The address or legal description of the real property where the dog will be kept; and

- e. 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.
2. Fees. The fee for a dog license is set forth in the City Fee Schedule. 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 the City Fee Schedule, 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.
- B. 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.
- C. 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 the City Fee Schedule.
- D. Identification Tags. In addition to the metallic dog tag described in Section 5-4-3C, 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.
- E. 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 the City Fee Schedule.
- F. 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 the City Fee Schedule. 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.
- G. Exemptions. Veterinarian hospitals and dogs belonging to the City's Police Department are exempt from this Section.

#### **5-4-4 GENERAL REGULATIONS OF DOMESTIC ANIMALS.**

A. 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.

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

C. 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:

1. Disabled persons using guide or service dogs;
2. City agents or employees using dogs in connection with police activities; or
3. Persons using tracking dogs with the City's permission.

A violation of this subdivision is a petty misdemeanor.

D. 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.

E. 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.

- F. 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).

#### **5-4-5 SEIZURE AND IMPOUNDMENT OF ANIMALS.**

- A. 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.
- B. 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.
- C. 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.

- D. 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.

E. Impoundment and Destruction of Rabid Animals.

1. 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.
2. 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.

F. 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:

1. properly inoculated for rabies
2. payment by the owner to the impounding facility of the costs of keeping the animal in the pound;
3. payment of an impounding fee to the City in the amount listed in the City Fee Schedule;
4. providing proof of ownership of the animal; and
5. 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.

G. 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.

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

#### **5-4-6 DANGEROUS AND POTENTIALLY DANGEROUS DOGS.**

- A. 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.
- B. 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.
- C. 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 Minnesota Statute Section 347.541, subd. 3. The notice must include all of the information required by Minnesota Statute Section 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.

##### 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.

D. 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:

1. Fee. Payment has been made for the annual potentially dangerous dog or dangerous dog registration fee set forth in the City Fee Schedule. This payment is in addition to any dog license fee.
2. 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.

3. 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.
  4. 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.
  5. Microchip. Proof of implantation of the microchip identification in compliance with state law.
  6. 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.
- E. 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.
- F. 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.
- G. 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.

H. 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.

I. 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:

1. 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.
2. 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.
3. The owner fails to keep the dog in a proper enclosure;
4. The dog is outside the proper enclosure and not muzzled and under the physical restraint of a responsible person as required by this Section.
5. The owner fails to sterilize the dog within thirty (30) days of its designation as a potentially dangerous dog or dangerous dog.
6. 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 the City Fee Schedule 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.

J. 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.

K. 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:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;
2. Inflicted multiple bites on a human on public or private property without provocation;
3. Bit multiple human victims on public or private property in the same attack without provocation; or
4. 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.

**5-4-7 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

**5-4-8 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.

**5-4-9 COMMERCIAL, COMMERCIAL DAYCARE AND NON-COMMERCIAL KENNELS.**

A. 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.

B. 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:

1. The name and address of the owner(s) of the kennel;
2. The address or legal description of the real property where the kennel will be kept;
3. The number of dogs proposed to be kept in the kennel;
4. The location of any residential dwellings within one thousand (1,000) feet of the proposed kennel; and
5. 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 the City Fee Schedule.

C. 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.

D. 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.

- E. 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.
- F. 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.
- G. 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 the City Fee Schedule, will be assessed for any late applications.
- H. 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.
- I. 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.

#### **5-4-10 HORSES IN PUBLIC PARKS AND ROADWAYS.**

- A. 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.
- B. 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.

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

**5-4-11 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.

**5-4-12 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.

**5-4-13 PENALTY.** Unless otherwise designated, a violation of any provision of this Chapter is a misdemeanor.

**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 Rheume  
Deputy City Clerk

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

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ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
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HAROLD LEVANDER  
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ARTHUR GILLEN  
1919-2005  
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• ROGER C. MILLER  
1924-2009

## MEMO

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

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: March 22, 2010**  
**RE: Lethert Property Purchase Agreement**

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**Section 1. Background.** The City has negotiated a purchase agreement with David D. Lethert and Margaret P. Lethert for the purchase of their home at 8485 Courthouse Boulevard, Inver Grove Heights, Minnesota. The salient provisions of the agreement are:

- a. The purchase price is \$267,000;
- b. The City is not obligated to pay moving costs or relocation benefits;
- c. The Letherts waive all claims against the City;
- d. The transaction is contingent upon an environmental assessment and inspection of the property;
- e. The Letherts will convey the property by Warranty Deed;
- f. The City will obtain title insurance and pay for the cost of the title insurance and the costs of the closer;
- g. The City will pay the state deed tax;
- h. The closing date is April 9, 2010;

**Section 2. Public Purpose.** The Resolution recites that the public purpose is to provide the opportunity for the City to consider expansion of the right of way or realignment of the right of way along Courthouse Boulevard Court to better accommodate vehicular and pedestrian traffic.

**Section 3. Comprehensive Plan Compliance.** Minnesota Statute § 462.356, subd. 2 provides that the planning commission shall review acquisition of property to determine compliance with a City's comprehensive plan unless the Council, by a 2/3 vote, finds that the proposed acquisition of the real property has not relationship to the comprehensive plan. The Resolution recites that the acquisition has no relationship to the comprehensive plan. Since the roadway already exists, and the purpose of the acquisition is merely to provide the opportunity for

expansion or realignment of the right of way, it is believed that the acquisition is not a comprehensive plan issue.

**Section 4. Council Action.** The Council is asked to consider the attached Resolution which approves the purchase agreement with the Letherts.

## PURCHASE AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between **David D. Lethert and Margaret P. Lethert**, husband and wife, (hereinafter individually and collectively referred to as the "Seller"), and the **City of Inver Grove Heights** ("City"), a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "Buyer".

1. **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property located at **8485 Courthouse Boulevard, Inver Grove Heights, MN, [Property Identification Number 20-01700-120-07]** and more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate and the following items of personal property and fixtures owned by Seller and currently located on the Property: washer, dryer, stove, oven, refrigerator, microwave, dishwasher, garden bulbs, plants, scrubs, trees, storm windows and inserts, storm doors, screens, awnings, window shades, blinds, curtains-traverse-drapery rods, attached lighting fixtures with bulbs, plumbing fixtures, sump pumps, water heaters, heating systems, heating stoves, fireplace inserts, fireplace doors and screens, built in humidifiers, built in air-conditioning units, built in electronic air filters, automatic garage door openers with controls, television antennas, water softeners, built in dishwashers, garbage disposals, built in trash compactors, built in ovens and cooking stoves, hood fans, intercoms, installed carpeting, work benches, security systems, (said property and said improvements, rights and privileges and personal property are hereinafter referred to as the "**Property**").
2. **Purchase Price.** Subject to Section 6, at Closing, Buyer will pay Seller Two Hundred Sixty Seven Thousand Dollars (**\$267,000.00**).
3. **Relocation Benefits.** Seller has been advised of its rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges it has sought and received the advice of legal counsel and has been specifically advised as to relocation, moving, reestablishment, and other costs, if any, that may be available to the Seller under the Act. Seller hereby acknowledges that the payment of the Purchase Price does not include a payment for Relocation Benefits and Seller hereby waives any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property. Seller hereby sells, transfers and assigns to Purchaser any benefits, payments, claims, or other rights due or payable to Seller pursuant to the Act (or other federal or state law provisions) with respect to the Property. Seller acknowledges that it has freely waived such rights of its own volition and with full knowledge of the specific relocation benefits to which it may be entitled. To memorialize Seller's Waiver of Relocation Benefits, Seller shall execute at

Closing the Agreement Regarding Waiver, Payment and Assignment of Relocation Benefits, attached hereto and incorporated herein as Exhibit A-6.

4. **Date and Location of Closing.** The Date of Closing for the Property shall be April 9, 2010. Closing shall occur at Dakota County Abstract Company 1276 South Robert Street West St. Paul, MN 55118 (hereafter "Title Company").
5. **Possession Date.** The Possession Date shall be the Date of Closing.
6. **Payment of Purchase Price.** Subject to (i) full and timely performance by Seller and (ii) the satisfaction of all contingencies herein contained, the Purchase Price of Two Hundred Sixty Seven Thousand Dollars (**\$267,000.00**) shall be payable by Buyer to Seller on the Closing Date in the form of Cash, a certified check or wire transfer from the Buyer.
7. **Property and Environmental Investigation.** Seller shall provide all documents and written information available, and in Seller's possession, regarding the environmental condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain any additional environmental information necessary for Buyer to complete its due diligence with respect to the Property. The Buyer's environmental assessment work will begin as soon as reasonably possible after the full execution of this agreement. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing the Buyer's environmental investigators to enter the Property and to perform any necessary tests or analysis, including but not limited to soil borings of the Property. Buyer may also inspect and investigate the physical condition of the Property, and may also procure, at Buyer's expense, a Phase I and/or a Phase II environmental study (the "Environmental Study"). Buyer's obligation to purchase the Property is specifically conditioned upon its good faith determination that the results of its investigation and the Environmental Study are acceptable to the Buyer, in Buyer's sole discretion. The Buyer agrees to make a determination about the suitability of the environmental condition of the Property **no later than April 1, 2010. IF BUYER DETERMINES, IN BUYER'S SOLE DISCRETION, THAT THE CONDITION OF THE PROPERTY IS UNACCEPTABLE OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY IS UNACCEPTABLE PRIOR TO APRIL 1, 2010, THEN BUYER MAY TERMINATE THIS AGREEMENT BY GIVING SELLER WRITTEN NOTICE OF THE TERMINATION.** Prior to **April 1, 2010**, Seller agrees to give Buyer, and its consultants, reasonable access to the Property to generally inspect the Property and the buildings located thereon, which inspection may also include, but is not limited to, the physical inspection of the Property and the buildings located thereon, the testing of the soil for the presence or absence of hazardous materials in, on or about the Property, to determine the physical condition of the Property and the buildings located thereon, and the legal compliance of the Property and to review any other matter related to the Property. In the event the Buyer determines, in its sole discretion, that there exists an unacceptable condition (environmental or otherwise), this Agreement will be null and

void at the option of the Buyer. Buyer shall make this determination on or prior to the **April 1, 2010**.

8. **Moving Costs.** Seller shall not be entitled to any additional Moving Costs to move Seller's personal property or possessions as part of this transaction.
9. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Possession Date, free of any liens and encumbrances, the Property and the Buyer agrees to purchase the Property on the Date of Closing.
10. **Warranty Deed.** Seller shall deliver Title by Warranty Deed and the Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions:
  - a) Building, zoning and platting laws, ordinances and state and federal regulations;
  - b) Reservations of any minerals or mineral rights to the State of Minnesota
  - c) The lien of current taxes not yet due and payable;
  - d) Utility easements and road easements existing at the date hereof, which do not interfere with the existing use of the Property.
11. **Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated to the Date of Closing.
12. **Special Assessments.** Seller agrees to pay all levied and all pending special assessments levied against the Property prior to and including the Date of Closing. Any special assessments levied against the Property after the Date of Closing shall be paid by Buyer.
13. **Title.** After acceptance of this Agreement, Buyer, at Buyer's cost, shall immediately obtain a Commitment of Title Insurance in the amount of \$267,000 from the Title Company for the Property. The Buyer shall be allowed twenty (20) days after receipt thereof for examination of said title and making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 60 days to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty-(20) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If said title is not marketable and is not made so within 60 days from the date of written objections thereto as above provided, this Agreement shall be null and void, at option of the Buyer, neither party being liable for damages hereunder to the other party. If

the title to said Property is found marketable or is so made within said time, and said Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this contract, time being of the essence hereof. Seller's sole and exclusive remedy for breach of this Agreement shall be cancellation of this Agreement. Buyer shall pay the title insurance premium for the issuance of any Final Title Insurance Policy for the Property.

14. **Environmental Warranties.** To Seller's knowledge, Seller warrants to Buyer that no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the above-described Property, including without limitation, the surface and subsurface waters of the property, nor has Seller undertaken any activity on the Property which caused (i) the property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C.. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants that there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that there are no underground deposits which contain hazardous wastes. Seller also warrants that there are no underground storage tanks of any kind located on the Property.

Seller also warrants that no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and Seller has not used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

Seller also warrants that no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

15. **Labor and Materials.** Seller warrants that as of the Closing Date there have been no labor or material furnished to the Property for which payment has not been made.
16. **Governmental Notices.** The Seller warrants that, as of the Closing Date, Seller has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.
17. **Seller's Disclosure Required By Minnesota Statutes § 513.52 to 513.60.** Minnesota Statute § 513.54 states that the disclosure requirements of § 513.52 to 513.60 do not apply if the transfer is to a government. Notwithstanding this exception, by **March 26, 2010**, Seller shall provide a written disclosure to Buyer in the form set forth in Exhibit A-3, attached hereto and incorporated herein by reference. Seller shall correct in writing any inaccuracies in the disclosure as soon as reasonably possible before the Date of Closing. A contingency to the sale is that the City accepts Seller's disclosures on or prior to **April 1, 2010**.
18. **Wells.** There is an existing well on the Property as disclosed by Seller on a Well Disclosure form, attached hereto and incorporated herein as Exhibit A-1.
19. **Sewage Treatment System.** There is an individual sewage treatment system or septic tank on or serving the Property as disclosed by Seller in a Private Sewer System Disclosure form, attached hereto and incorporated herein as Exhibit A-2. As of the Date of Closing, the Seller represents and warrants that the Sewage Treatment System located on the Property conforms with Minn. Rules Chapter 7080 (as amended from time to time), and any rules

pertaining to Sewage Treatment Systems promulgated by Dakota County and the City of Inver Grove Heights.

20. **Lead Paint Disclosure.** [Check one of the following]
- Seller represents that the dwelling was constructed on the Property in 1978 or later.
  - Seller represents that the dwelling was constructed on the Property before 1978. (If such housing is located on the Property, attached hereto and made a part of this Purchase Agreement as Exhibit A-4 is the Lead Paint Addendum for Housing Constructed before 1978).
21. **Methamphetamine Disclosure.** [Check one of the following]
- To the best of Seller's knowledge, methamphetamine production has not occurred at the Property.
  - To the best of Seller's knowledge, methamphetamine production has occurred at the Property as provided in the Methamphetamine Disclosure Statement, attached hereto and incorporated herein as Exhibit A-5.
22. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining, prior to **April 1, 2010**, the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion:
- (a) any recorded easements to which the Property is subject;
  - (b) the status of any encumbrances and the marketability of title with respect to the Property;
  - (c) any physical encroachments on the Property;
  - (d) the soil, ground, engineering, structural, physical, geological and legal inspections of the Property;
  - (e) the environmental condition of the Property;
  - (f) the physical condition of the Property (environmental or otherwise) and the buildings located thereon;
  - (g) each and all of Seller's representations and warranties set forth in this Agreement being true and correct on the Closing Date; and
  - (h) Seller's Disclosure Statement.

In the event the Buyer determines, in Buyer's sole discretion, that any of the conditions precedent cannot be met, this Agreement will be null and void, and, if requested, each party will execute a standard Cancellation of Purchase Agreement form.

23. **Delivery of Possession and Removal of Personal Property.** The Seller further agrees to deliver possession of the Property at the Date of Delivery, and that, prior to delivery of possession of the property, all personal property, furnishings, rubbish, debris, and other materials shall be removed from the Property by the Seller at the Seller's expense. The condition of the entire Property shall be verified by the Buyer or the Buyer's representative prior to Closing and prior to the Date of Delivery. **Notwithstanding the required removal of personal property and debris described in this section, the Buyer accepts the buildings and structures on the Property in their "As Is" condition with the EXCEPTION that (a) all appliances have to be in good and working order on the Date of Closing, (b) the Furnace and HVAC units have to be in good and working order on the Date of Closing, (c) the inside of the premises must be delivered in "swept clean" condition on the Date of Closing.** Moreover, notwithstanding the required removal of personal property and debris described in this section, **THE SELLER SHALL NOT BE ENTITLED TO REMOVE THE STOVE, OVEN, CENTRAL AIR CONDITIONER, WASHER, DRYER, REFRIGERATOR, MICROWAVE OR DISHWASHER; ALL OF WHICH SHALL REMAIN ON THE PROPERTY.**
24. **Indemnification.** From and after delivery to Buyer of the Warranty Deed for the Property, Seller agrees to indemnify, defend and hold Buyer harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Buyer incurs or suffers, after the Date of Closing, which arise out of, result from or relate to (i) a breach of any of Seller's warranties made in Paragraph 14, (ii) any claim made against Buyer arising out of, relating to, or resulting from ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law or a violation of ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law irrespective of whether the violation occurred prior to or after the Date of Closing.
25. **Negotiated Sale.** Buyer and Seller represents that Buyer would not acquire the Property in the event that negotiations between Buyer and Seller had failed to result in an amicable agreement. If the transaction set forth by this Agreement is not completed, the Buyer has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain to acquire the entire Property. If this Agreement is terminated for any reason, the Seller is free to retain ownership of the Property or to sell the Property on the private market.
26. **Seller's Waivers, Releases and Covenants Not to Sue.**

- 26.1 **WAIVER.** For good and valuable consideration, Seller, for themselves, their successors and assigns, and for anyone claiming to be acting on their behalf, does hereby waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the Buyer, arising out of the Buyer's purchase of the Property, including the payment of any relocation benefits that the Seller may be eligible for.
- 26.2 **RELEASE.** For good and valuable consideration, the Seller, for themselves, their successors and assigns, and for anyone claiming to be acting on their behalf, does hereby release and forever discharge the Buyer, from all actions, causes of action, liabilities, obligations, promises, agreements, controversies, damages, suits, rights, costs, losses, expenses, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, arising out of the Buyer's purchase of the entire Property, including the payment of any relocation benefits that the Seller may be eligible for.
- 26.3 **COVENANT NOT TO SUE.** For good and valuable consideration, the Seller, for themselves, their successors and assigns, and for anyone claiming to be acting on their behalf, does hereby covenant with the Buyer that they will not bring any legal or equitable suit, action, cause of action or claim, whether in a judicial or administrative forum, arising out of the Buyer's purchase of the entire Property, including the payment of any relocation benefits that the Seller may be eligible for.
- 26.4 **WAIVER AND RELEASE.** Seller, for themselves, their successors and assigns, and for anyone claiming to be acting on their behalf, does hereby waive and forever release the Buyer from all liability and claims, causes of action or proceedings relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, negligence or trespass or any other theories of law.
- 26.5 **COVENANT NOT TO SUE.** Seller, for themselves, their successors and assigns, and for anyone claiming to be acting on their behalf, does hereby covenant not to sue the Buyer for any claim for damages relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, negligence or trespass or any other theories of law.

27. Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by an appraisal or other method of valuation acceptable to the Buyer and Seller.
28. **THE REPRESENTATIONS, WARRANTIES, INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL WARRANTY PROVIDED IN PARAGRAPH 14 AND THE SELLER'S DISCLOSURES MADE IN THE VARIOUS EXHIBITS, AND ANY OTHER COVENANTS OF THE BUYER AND SELLER CONTAINED IN THIS AGREEMENT SHALL BE TRUE AS OF THE DATE OF CLOSING AND SHALL SURVIVE THE CONVEYANCE OF THE PROPERTY AND SHALL NOT BE MERGED WITH THE WARRANTY DEED OR CLOSING DOCUMENTS.**
29. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
30. This Agreement may be amended only by a written instrument executed by the Buyer and Seller.
31. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
32. All references in the Agreement to "the date of this Agreement" shall be deemed to refer to that date set forth in the introductory clause of this Agreement.
33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
34. **Time is of the Essence.** Time is of the essence in the closing of this transaction. Unless the Closing Date is extended by mutual agreement, the closing shall occur on or before the Closing Date.
35. **Closing Costs.**
- 35.1. **PRO-RATION OF UTILITIES.** The cost of utilities, if any, shall be prorated at Closing.
- 35.2. **STATE DEED TAX.** Upon delivery of the Warranty Deed, BUYER shall pay the state deed tax due on the Warranty Deed.

- 35.3. **TITLE INSURANCE.** BUYER shall pay all costs of the title company for obtaining the title commitment and the premium required for the issuance of the Title Policy.
- 35.4 **CLOSING FEE.** Any fee, other than those fees which have been specifically addressed as set forth in this Purchase Agreement, charged by the title company as a closing fee shall be paid by BUYER.
- 35.5 **RECORDING COSTS:** BUYER will pay the cost of recording all documents necessary to place record title in the condition warranted by SELLER in this Agreement and BUYER will pay the cost of recording the Deed and all other documents.

36. **CLOSING DOCUMENTS.**

**36.1. SELLER DOCUMENTS AT CLOSING.** At CLOSING, SELLER shall execute and deliver to BUYER the following with such documents to be effective as of the CLOSING DATE:

- a.) **Deed.** A Warranty Deed, in form satisfactory to BUYER, conveying the PROPERTY to BUYER, free and clear of all encumbrances.
- b.) **SELLER's Affidavit.** An Affidavit of Title by SELLER indicating that on the Closing Date, to SELLER's knowledge, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving SELLER or the PROPERTY; that there has been no skill, labor or material furnished to the PROPERTY for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the PROPERTY, together with whatever standard owner's affidavit which may be required by Title to issue the Title Policy with the standard exceptions waived.
- c.) **FIRPTA Affidavit.** A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- d.) **Well Certificate.** A Certificate signed by SELLER warranting that SELLER does not know of any "Wells" on the PROPERTY within the meaning of Minn. Stat. § 103I or if there are "Wells", a Well Certificate in the form required by law.
- e.) Private Sewer System Disclosure form

- f.) Lead Paint Disclosure, if required;
- g.) Methamphetamine Disclosure, if required;
- h.) Agreement Regarding Waiver, Payment and Assignment of Relocation Benefits – Exhibit A-6;
- i.) Physical possession of all keys to the Property;
- j.) An affidavit of no judgments, no tax liens and no unrecorded interest, which shall include a statement that there has been no labor or material furnished for which mechanic's liens can be filed; and any affidavits required by the title insurance company; and
- k.) **Other Documents.** All other documents reasonably determined by BUYER to be necessary to transfer the PROPERTY to BUYER free and clear of all encumbrances other than Permitted Encumbrances and to evidence the escrows to be established by SELLER pursuant to the terms of this Purchase Agreement.

**36.2. BUYER DOCUMENTS AT CLOSING.** At CLOSING, BUYER shall execute and deliver to SELLER the following documents:

- a.) Cash, a certified check or wire transfer in the sum of \$267,000 for the Property;
- b.) **Title Policy.** An ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, the premium for which shall be paid by BUYER;
- c.) **APPROVAL OF GOVERNING BODY.** The execution and delivery of this Agreement by BUYER and the performance of the covenants and obligations under it, shall have been duly authorized by the Buyer; and
- d.) Such other closing documents which the SELLER may reasonably request.

37. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

38. This Agreement may be executed in any number of counter parts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

39. Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

**City of Inver Grove Heights  
Attn: Joe Lynch  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077**

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

**David D. Lethert and Margaret P. Lethert  
8485 Courthouse Boulevard  
Inver Grove Heights, MN 55077**

40. Seller represents and warrants to Buyer that, as of the date of this agreement, the Seller and the Seller's family are the only occupants of the Property.
41. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

[The remainder of this page has been intentionally left blank.]

I (We), the undersigned, owner of the above-described Property, do hereby accept this Agreement and sale hereby made.

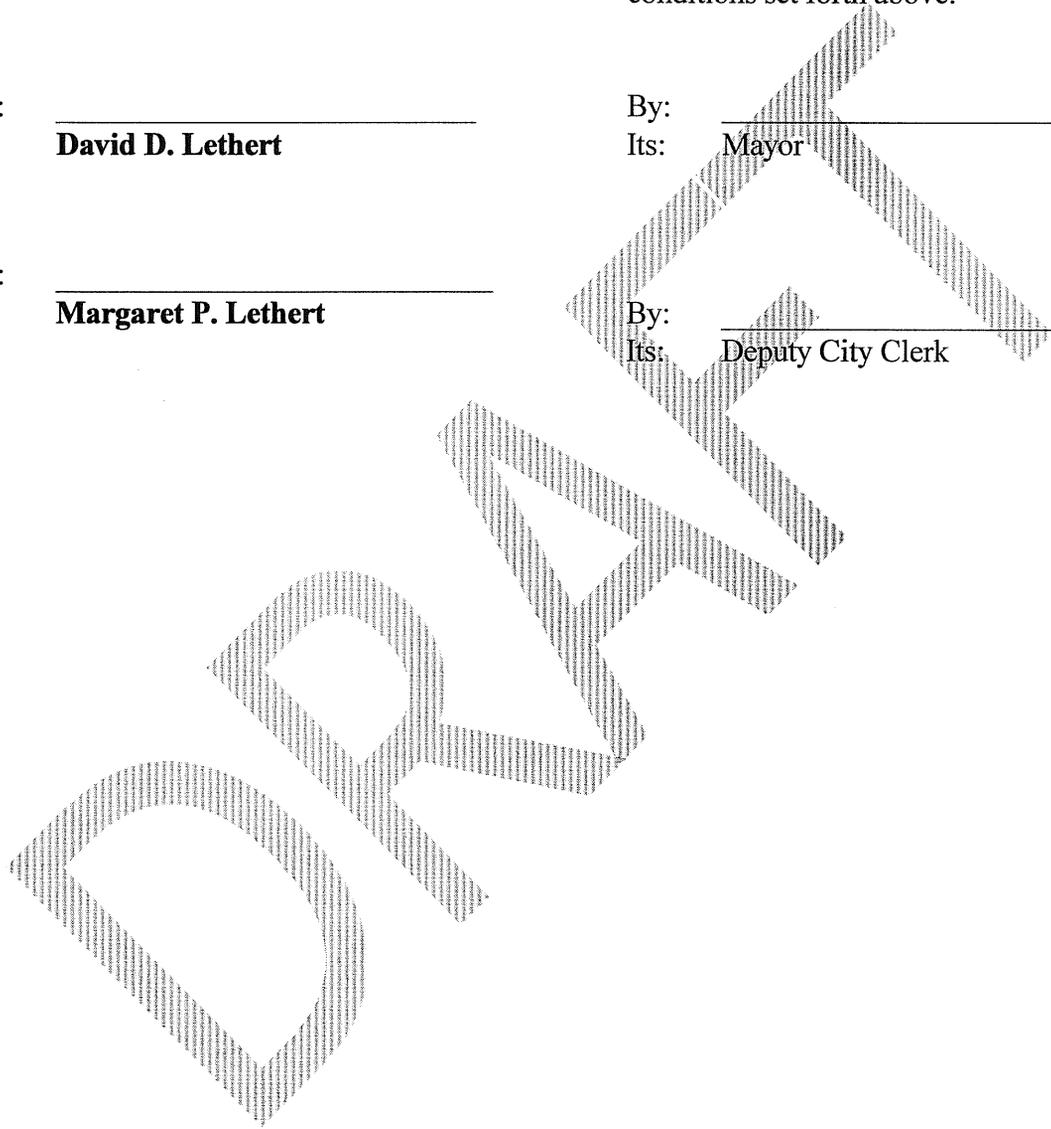
The City of Inver Grove Heights as Buyer, agrees to purchase the above-described Property for the price and on the terms and conditions set forth above.

By: \_\_\_\_\_  
**David D. Lethert**

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
**Margaret P. Lethert**

By: \_\_\_\_\_  
Its: Deputy City Clerk

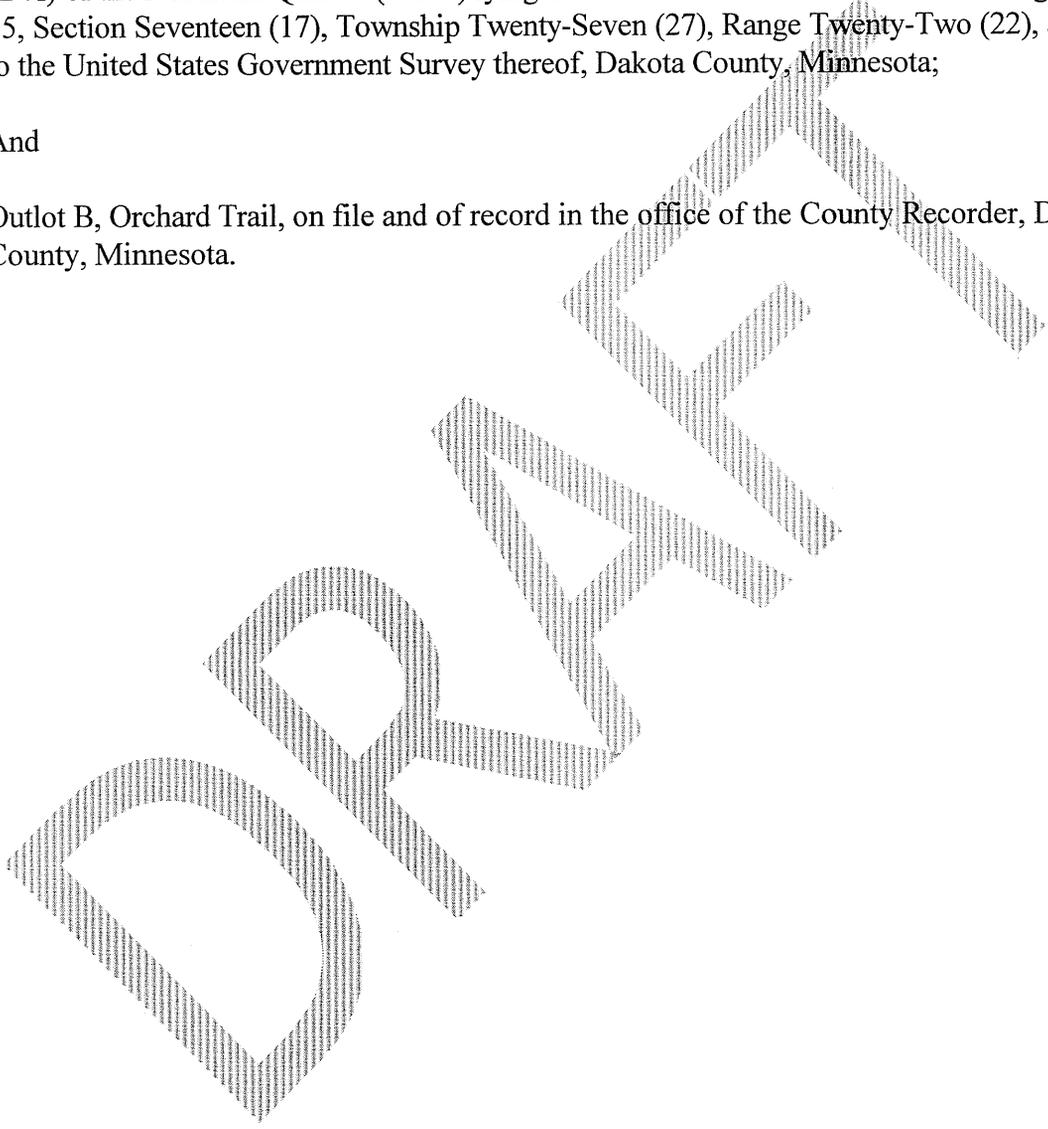


**Exhibit A**  
**Legal Description of the Property**

The East Four Hundred Fifteen and Eight Tenths (415.8) feet of that part of the East One Half (E ½) of the Northeast Quarter (NE ¼) lying South of the Centerline of Old State Highway No. 55, Section Seventeen (17), Township Twenty-Seven (27), Range Twenty-Two (22), according to the United States Government Survey thereof, Dakota County, Minnesota;

And

Outlot B, Orchard Trail, on file and of record in the office of the County Recorder, Dakota County, Minnesota.



**Exhibit A-1**  
**Well Disclosure form**

DRAFT

**Exhibit A-2**  
**Private Sewer System Disclosure**

DRAFT

**Exhibit A-3**  
**Seller's Disclosure**

DRAFT

**Exhibit A-4**  
**Lead Paint Addendum for Housing Constructed before 1978**

DRAFT

**Exhibit A-5**  
**Methamphetamine Disclosure Statement**

DRAFT

**Exhibit A-6**

**Agreement Regarding Waiver, Payment and Assignment of Relocation Benefits**

**THIS AGREEMENT REGARDING WAIVER AND ASSIGNMENT OF RELOCATION BENEFITS** (this "Agreement") is made as of \_\_\_\_\_, 2010, by and between **David D. Lethert and Margaret P. Lethert**, husband and wife ("Seller"), the **CITY OF INVER GROVE HEIGHTS**, a Minnesota municipal corporation ("Purchaser").

**RECITALS:**

Seller and Purchaser entered into a purchase agreement (the "Purchase Agreement") dated as of \_\_\_\_\_, 2010, related to property located at **8485 Courthouse Boulevard, Inver Grove Heights, MN 55077**.

Seller has been advised of its rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act").

Seller acknowledges it has sought and received the advice of legal counsel and has been specifically advised as to relocation, moving, reestablishment, and other costs that may be available to the Seller under the Act.

Seller and Purchaser desire to enter into this Agreement to confirm their understanding of the Seller's waiver, sale and assignment of any claim for any relocation benefits and/or other relocation costs due or payable to Seller, whether pursuant to the Act or otherwise.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective as of the date hereof, Seller hereby acknowledges that the payment of the Purchase Price does not include a payment for Relocation Benefits and Seller hereby waives any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property.
2. Effective as of the date hereof, Seller hereby sells, transfers and assigns to Purchaser any benefits, payments, claims, or other rights due or payable to Seller pursuant to the Act (or other federal or state law provisions) with respect to the Property.
3. Seller acknowledges that it has freely waived such rights of its own volition.

4. Seller acknowledges that it has waived such rights with full knowledge of the specific relocation benefits to which it would otherwise be entitled.

5. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

6. This Agreement shall be null and void if the Purchase Agreement shall terminate or if Closing under the Purchase Agreement shall fail to occur for any reason.

**IN WITNESS WHEREOF**, this Waiver of Relocation Benefits Agreement has been executed by the parties hereto as of the day and year first above written.

**SELLER:**

\_\_\_\_\_  
**David D. Lethert**

\_\_\_\_\_  
**Margaret P. Lethert**

**PURCHASER:**

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

Its: Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A PURCHASE AGREEMENT WITH  
DAVID D. LETHERT AND MARGARET P. LETHERT FOR PROPERTY LOCATED  
AT 8485 COURTHOUSE BOULEVARD, INVER GROVE HEIGHTS, MINNESOTA**

**WHEREAS**, David D. Lethert and Margaret P. Lethert (the Letherts) own a home at 8485 Courthouse Boulevard, Inver Grove Heights, Minnesota.

**WHEREAS**, the Letherts approached the City and asked the City to consider purchase of the property for a public use.

**WHEREAS**, purchase of the property for the public use of additional right of way will give the City the opportunity to consider expansion of the right of way or realignment of the right of way along Courthouse Boulevard Court to better accommodate vehicular and pedestrian traffic.

**WHEREAS**, the City Council has determined that acquisition of the Letherts' property for the public uses of additional right of way and ancillary public uses within the right of way is in the best interest of the City.

**WHEREAS**, The City and the Letherts have negotiated a purchase agreement.

**WHEREAS**, Minnesota Statute § 462.356, subd. 2 provides that the planning commission shall review acquisition of property to determine compliance with a City's comprehensive plan unless the Council, by a 2/3 vote, finds that the proposed acquisition of the real property has no relationship to the comprehensive plan.

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

1. The attached purchase agreement between the City and David D. Lethert and Margaret P. Lethert is hereby approved
2. The Mayor and Deputy Clerk are authorize to execute the attached purchase agreement and any closing documents necessary or advisable to complete the transaction.
3. The Council, by a 2/3 vote, dispenses with the requirements of Minnesota Statute 462.356, subd. 2, and finds that the acquisition has no relationship to the comprehensive plan.

Passed this 22<sup>nd</sup> day of March, 2010.

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Dennis Madden, Acting Mayor

ATTEST:

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Melissa Rheaume, Deputy City Clerk

L:\CLIENTS\810\81000\01000\Lethert\Resolution Approving purchase of Letherts property March 16, 2010.docx

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider 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**

Meeting Date: March 22, 2010  
 Item Type: Regular  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *[Signature]*

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

**PURPOSE/ACTION REQUESTED**

Consider 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.

**SUMMARY**

On November 7, 2006, the Council approved the City's cost participation in the installation of railroad crossing gates/signals at the intersection of Upper 71<sup>st</sup> Street East and the tracks at the Union Pacific Railroad Company (UPRR). The project is in the State Transportation Improvement Program for 2009-2012, and would be installed in 2010.

The attached agreement (No. 92316) defines the cost share responsibilities for the installation and maintenance of the crossing signals. The City's estimated share (\$41,802.30) would be funded from the Host Community Fund.

At its November 9, 2009 meeting, the Council directed staff to notify the residents in the vicinity of the proposed improvements. A letter was sent to the owners of parcels along River Road, explaining the project and asking for their input. I received four responses to the letter. None of the four saw a need for the project.

After the November 9, 2009 Council meeting, I contacted Mn/DOT to obtain additional history concerning the project. In 2005, the City requested that three at-grade railroad crossings be considered for safety improvements (65<sup>th</sup> Street and the UPRR, Upper 71<sup>st</sup> Street and the UPRR, and 105<sup>th</sup> Street and the UPRR). The safety review of these three crossings resulted in only the crossing at Upper 71<sup>st</sup> Street being recommended for safety improvements and being included in the list of approved projects. Funding is not available for the next highest priority crossing (105<sup>th</sup> Street) at this time, and the 65<sup>th</sup> Street crossing does not warrant safety improvements at this time.

If the City decides not to proceed with the project, it should not affect eligibility for similar funding in the future. However, the crossing has been identified as needing safety improvements and, as such, probably carries a higher liability risk.

With regard to this project, I would defer to the Mn/DOT and railroad staff with experience and training in railroad crossing safety. If the City desires to keep this crossing for the long term, I recommend approval of the resolution that authorizes execution of the agreement with Mn/DOT and the UPRR.

SDT/kf

Attachments: Resolution  
 Agreement No. 92316

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AGREEMENT NO. 92316 WITH THE STATE OF MINNESOTA AND THE UNION PACIFIC RAILROAD COMPANY FOR THE INSTALLATION AND MAINTENANCE OF RAILROAD CROSSING SIGNALS AT THE INTERSECTION OF UPPER 71<sup>ST</sup> STREET EAST AND THE TRACKS OF THE UNION PACIFIC RAILROAD COMPANY IN INVER GROVE HEIGHTS, MN**

**RESOLUTION \_\_\_\_\_**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS THAT:** that the City of Inver Grove Heights enter into an agreement with the Union Pacific Railroad Company and the Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of Upper 71<sup>s<sup>t</sup></sup> Street (M125) with the tracks of the Union Pacific Railroad Company in Inver Grove Heights, Minnesota, and appointing the Commissioner of Transportation agent for the City to supervise said project and administer available Federal Funds in accordance with Minnesota Statute, Section 161.36. The City's share of the cost shall be 10 percent of the total signal cost.

**BE IT FURTHER RESOLVED** that the Mayor and Public Works Director be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the City.

Adopted by the City Council of the City of Inver Grove Heights this 22<sup>nd</sup> day of March 2010.

AYES:

NAYS:

\_\_\_\_\_  
Dennis Madden, Acting Mayor

ATTEST:

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

AGREEMENT	92316
USDOTNO	184 904B (F-1969)
DATED	
S.P.	19-00136
MINN. PROJ.	RRS 1910 (020)
FUNDS	Federal and City
Railroad Crossing Signals	
Upper 71 <sup>st</sup> St., City of Inver Grove Heights, Dakota County, Minnesota	
Union Pacific Railroad Company	
Standard Agreement "A" Dated September 1, 1998	

THIS AGREEMENT, made and entered into by and between the CITY OF INVER GROVE HEIGHTS, hereinafter called the "Local Agency"; the UNION PACIFIC RAILROAD COMPANY, hereinafter called the "Company"; and the COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA, hereinafter called the "State", WITNESSETH:

WHEREAS, the Federal Highway Administration, when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid available for the purpose of eliminating hazards at railroad grade crossings within the State of Minnesota; and

WHEREAS, the State, pursuant to Minnesota Statute Section 161.36, is authorized to cooperate with the United States Government in contracting for the construction, improvement and maintenance of roads and bridges not included in the trunk highway system which are financed in whole or in part by federal monies; and

WHEREAS, Upper 71<sup>st</sup> Street (M125), as now established, crosses the track of the Company at grade in Inver Grove Heights, Dakota County, Minnesota, the location of said crossing and railway track being shown on the print hereto attached, marked Exhibit "B"; and

WHEREAS, the Local Agency and the Company desire that said grade crossing be

provided with railroad flashing light signals with gates, constant warning circuitry and LED lenses, and the Company is willing to install, maintain and operate such signals upon the terms and conditions hereinafter stated; and

WHEREAS, the State, pursuant to Minnesota Statute Section 219.26, has reviewed the proposed selection of warning devices for the railroad grade crossing and has determined that the proposed selection is appropriate for said crossing.

NOW, THEN, IT IS AGREED:

**1. EXHIBITS**

The State of Minnesota, Department of Transportation, "Standard Clauses for Railroad-Highway Agreements", is attached hereto as Exhibit "A", and hereinafter referred to as "Standard Clauses". Except as hereinafter expressly modified, all of the terms and conditions set forth in the "Standard Clauses" are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth therein.

Exhibit "B", the location print; Exhibit "C", the detailed cost estimate; and Exhibit "D", the Agreement Estimate Summary, are attached hereto and made a part of this agreement.

**2. WORK PERFORMANCE AND TIME SCHEDULE**

The Company shall furnish all material for and with its regularly employed forces install a complete railroad crossing signal system on Upper 71<sup>st</sup> Street, at the location indicated on Exhibit "B". The placement of the signals shall be in accordance with Part VIII of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). Detailed plans, specifications and the work to be done shall be subject to the approval of the Department of Transportation of the State of Minnesota.

If the Company determines that it is unable to perform all or a portion of the work with its own forces or equipment, it may contract the work only after notifying and receiving approval to proceed from the State. The selection of a contractor shall be subject to approval by the State prior to the awarding of the contract.

Work by the Company shall be prosecuted to be completed within 12 months after the date the Company is authorized to begin work. If the Company determines it is not possible to complete the work within the period herein specified, it shall make a written request to the State

for an extension of time for completion, setting forth therein the reason for such extension.

The Daily Utility Report provided for in Article 7a of the Standard Clauses, Exhibit "A", shall not be required if the duration of the construction work is expected to last 10 working days or less.

**3. COST ESTIMATE**

The actual costs of the project herein contemplated, including preliminary engineering costs, are to be financed with Federal Funds and Local Agency Funds. The State and Local Agency will reimburse the Company as provided herein for only such items of work and expense as are proper and eligible for payment with Federal Funds. Only materials actually incorporated into the project will be eligible for Federal reimbursement.

The State's portion (reimbursable with Federal Funds) and the Local Agency's portion will be paid to the Company in accordance with Article 8 of the Standard Clauses, Exhibit "A".

It is understood that the following estimate is for informational purposes only. The estimated cost of the work to be done by the Company hereunder with its own equipment and regularly employed forces and in accordance with the Company's agreements with such regularly employed forces is as follows and in further accordance with the detailed estimate, Exhibit "C", and summarized in Exhibit "D".

**Estimated Cost of Signals**

90%	State Funds (reimbursable with federal funds)	\$376,220.70
10%	Local Agency Funds	\$41,802.30
	Total Estimated Cost of Signals	\$418,023.00
<hr/>		
	TOTAL ESTIMATED COST OF PROJECT	\$418,023.00

The State's total financial obligation shall not increase without its approval and the encumbrance of additional funds. The total obligation under this Agreement is limited to the total amount listed above as "Total Estimated Cost of Project." However, this obligation may be increased to 120 percent of the "Total Estimated Cost of Project" listed above if the Company performs work that is previously approved in writing by the State and the State has previously encumbered that additional money. The State will not pay Project costs incurred without its prior consent. Notwithstanding any provision to the contrary, the State's and Local Agency's total

financial obligation under this Agreement shall not exceed the "Total Estimated Cost of Project" plus 20 percent, of which the State shall pay 90 percent and the Local Agency shall pay 10 percent, unless, the additional funds that are needed have been encumbered and the parties have reached agreement, memorialized in a written amendment to this Agreement concerning any additional work and costs.

**4. WORK CHANGES**

In the event it is determined that a change from the statement of work to be performed by the Company, as outlined in the detailed estimate, Exhibit "C", is required, it shall be authorized only by an amendment to this agreement executed prior to the performance of the work involved in the change.

In the event it is found that the work has not changed from the said statement of work to be performed by the Company, but the estimated amount in this agreement is less than the actual cost of performing the work, then an increase in eligible reimbursement will be allowed to the extent of such actual cost without an amendment in accordance with Section 3 of this Agreement and Article 12 of the Standard Clauses, Exhibit "A".

**5. MAINTENANCE**

The grade crossing signal system provided for in this agreement shall be maintained and operated by the Company upon completion of its installation. The obligation to maintain said signal system shall continue in accordance with the law of the State as it shall be from time to time in the future.

**6. FUTURE REMOVAL**

The signal system provided for in this agreement shall not be removed unless there has been a determination by the State that said signal system is no longer required at this location. If the signal system is to be removed, the Company shall notify the State of their pending removal. Upon request of the State, the Company shall reinstall said signal system at some other crossing within the State on the Company's tracks. The location and division of cost of such relocation shall be agreed upon between the Company and the State prior to such removal.

In the event that either railway or highway improvements will necessitate a rearrangement of the signal system at said crossing, the party whose improvement causes said changes will bear

the entire cost of the same without obligation to the other.

**7. DETOURS AND WORK ZONE TRAFFIC CONTROL**

If there is a need for a road detour in connection with the installation of said signal system, it shall be the Local Agency's responsibility to set up the road detour and detour signing. It is understood that the Company shall coordinate any necessary road detour with the Local Agency prior to the starting date. The Local Agency shall bear all costs involved in setting up the road detour.

If a road detour is not feasible, the Local Agency shall furnish, erect and maintain all necessary traffic control devices required to provide safe movement of vehicular traffic through the project area during the entire period from the beginning of construction to the final completion thereof. Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flagmen as required and sufficient barricade weights to maintain barricade stability. The Local Agency shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed or otherwise fail to stabilize the barricades.

**8. SIGNING AND PAVEMENT MARKINGS**

Subsequent to the installation of said signal system, the Local Agency agrees to install or have installed, as may be needed, appropriate advance warning signs, other supplemental signs and pavement markings in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). The Local Agency agrees to install said signs using retroreflective sheeting types and qualified products used for permanent signs, markers and delineators, Type IX or better found at <http://www.dot.state.mn.us/products/signing/sheeting.html>. The Local Agency also agrees to remove signs that are no longer needed as a result of said signal installation.

**9. ASSIGNMENT OF RECEIVABLES**

Any party to this agreement may assign any receivables due them under this agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

**CITY OF INVER GROVE HEIGHTS**

**UNION PACIFIC RAILROAD  
COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**STATE OF MINNESOTA  
Recommended for Approval:**

**Commissioner of Transportation**

By: \_\_\_\_\_  
Manager, Railroad Administration Section

By: \_\_\_\_\_  
Director, Freight, Railroads & Waterways

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_ MAPS: \_\_\_\_\_

**APPROVED:  
Department of Administration**

By: \_\_\_\_\_  
Authorized Signature

Dated: \_\_\_\_\_

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES  
FOR  
RAILROAD-HIGHWAY AGREEMENTS  
June 13, 2007

**1. EFFECTIVE DATE**

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

**2. CANCELLATION**

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Company will be entitled to payment, determined on an actual cost basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.

**3. GOVERNING LAW, JURISDICTION, AND VENUE**

Except to the extent preempted by federal laws, rules or regulations, Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement; or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**4. COMMISSIONER'S OFFICIAL CAPACITY**

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

**5. DATA DISCLOSURE**

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws

which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

## 6. ELIGIBILITY OF COSTS

Pursuant to Minnesota Rule 8830.300, the provisions contained in Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart B and Chapter 1, Subchapter B, Part 140, Subpart I, apply to railway-highway project, regardless of the method of financing the project.

## 7. WORK REPORTS

The Company will furnish the State's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", Union Pacific electronic payroll report which lists labor hours and costs in a form acceptable to FHWA, or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the State.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

## 8. REIMBURSEMENT

The State will reimburse the Company for actual expenses incurred performing the work set forth in this Agreement. Payments will be made in accordance with the following:

- a. Partial bills will be based on actual (not estimated) costs incurred. Partial bills need not be itemized, but State must be able to substantiate costs by checking the Company's records. The final bill will also be based on actual (not estimated) costs and will be a detailed, itemized statement of all items of work performed by the Company, as shown in the appropriate exhibit or exhibits attached to this Agreement.

State's payment of progressive partial billing and also final billing will be made to the Company within thirty (30) days of the State's receipt of such billing from the Company. Notwithstanding the preceding payment procedures, the State retains the right to audit the final billing submitted by the Company as set forth in this Article 8 and in Article 12. If, when doing such audit review, it is determined by the State and the Company that the Company is to reimburse the State for any payment already made by the State to the Company, the Company shall make such reimbursement within thirty (30) days after the State and the Company have made such determination. Likewise, if it is determined by the State and the Company that the State needs to make any additional payment to the Company, the State shall make such additional payment within thirty (30) days after the State and the Company has made such determination.

## **9. WORKERS' COMPENSATION**

The Company will certify that it is in compliance with workers' compensation insurance coverage required by Minnesota Law unless the Company is subject to Federal Law which preempts the Minnesota Law requirement. If the Company is subject to Minnesota Law on workers' compensation insurance coverage, the Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers' compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.

## **10. COST-SHARING**

If the cost of a project is being shared by the State and other parties, each party should receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.

## **11. INSPECTION, STANDARDS OF PERFORMANCE**

The Company and/or Local Agency will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

Applicable standards for railroad grade crossing construction shall consist of standards and regulations in AASHTO, AREMA, FHWA, Minnesota MUTCD, Minnesota Statutes §§ 219.0 et seq. and Minnesota Rules §§ 8830 et seq. Should a conflict be identified in any of these rules and regulations, the Minnesota rules and statutes shall be deemed controlling.

The Company and/or Local Agency warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

## **12. STATE AUDITS**

Under Minnesota Statutes Section 16.C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Company's completion of the construction required under this Agreement.

## **13. NONDISCRIMINATION**

If the Company enters into a contract with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

#### **14. DISADVANTAGED BUSINESS ENTERPRISE**

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State, and possible debarment from performing other contractual services with the Federal Department of Transportation.

#### **15. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS**

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

The State will pay up to the limit of the amount encumbered by State, the entire cost of the work to be performed under the contract to be let by the State, including the State's supervision of the contract work, provided, however:

- (1) that nothing herein contained will prevent the State from pursuing and enforcing any of its common law and statutory rights, which it may have against any tortfeasor, including any contractor and the Company;
- (2) that when the Company has liability or obligation to the United States or the State for any portion of the railway-highway project, the Company will pay its share of the railway-highway project in the manner and to the extent set forth elsewhere in the Agreement.

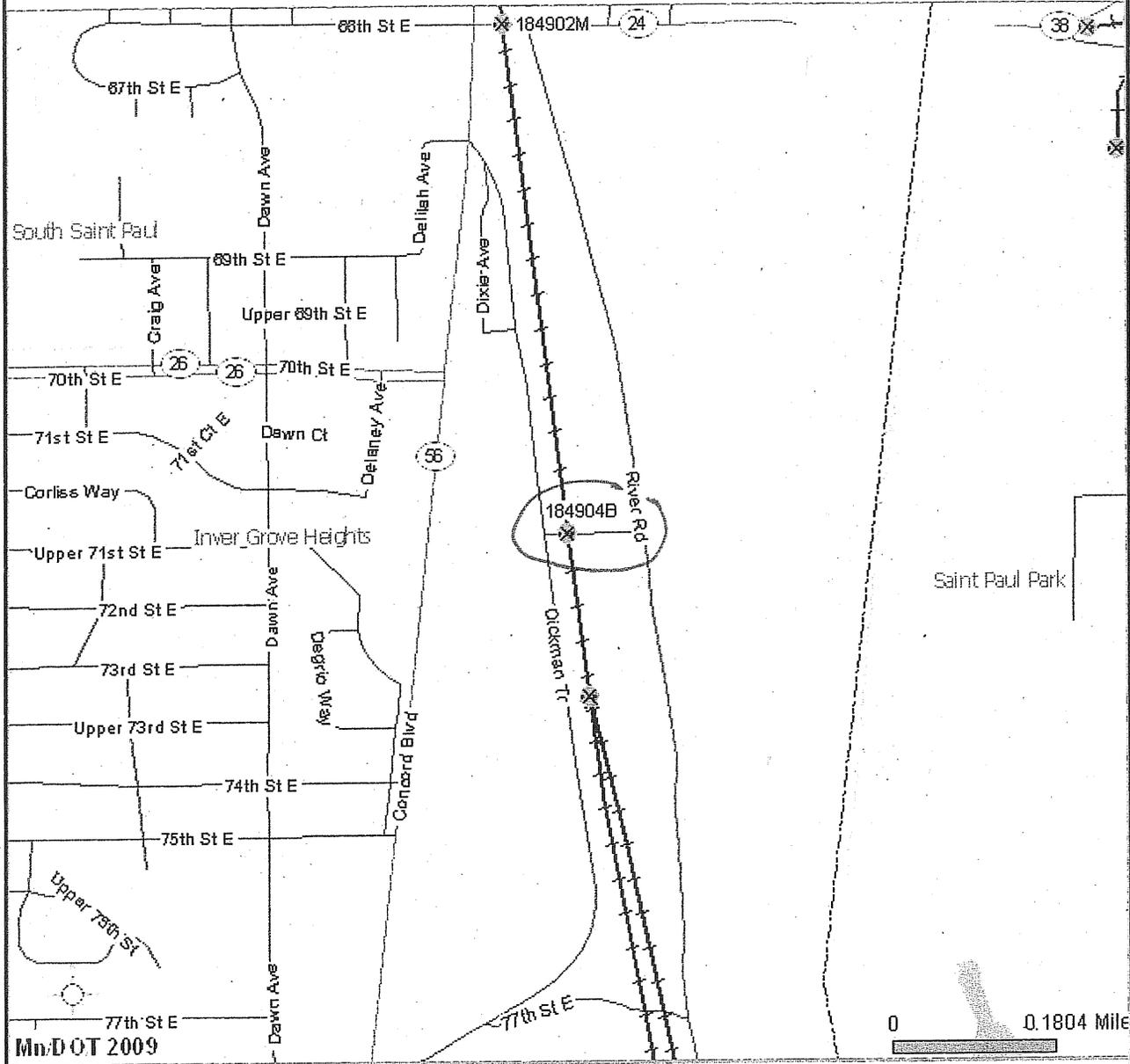
## APPENDIX A

### Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# EXHIBIT B



Mn/DOT 2009



DATE: 2010-02-26

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD



THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2010-08-27

DESCRIPTION OF WORK:

INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS .  
WITH GATES AND REMOTE LOCATION AT INVER GROVE HEIGHTS, MN.  
UPPER 71ST STREET M.P. 343.96 ON THE ALBERT LEA SUB DOT# 184904B  
WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:  
SIGNAL - FEDERAL - 100%  
ESTIMATED USING FEDERAL WITH INDIRECT AND OVERHEAD - 167.76%

RID: 64610 AWO: 00584 MP,SUBDIV: 343.96, ALBERTLEA  
SERVICE UNITE: 01 CITY: INVER GROVE HGH STATE: MN

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
<b>ENGINEERING WORK</b>							
ENGINEERING			9723		9723		9723
LABOR ADDITIVE 167.76%			24288		24288		24288
SIG-HWY XNG			4821		4821		4821
<b>TOTAL ENGINEERING</b>			<b>38832</b>		<b>38832</b>		<b>38832</b>
<b>SIGNAL WORK</b>							
BILL PREP			900		900		900
CONTRACT				7512	7512		7512
LABOR ADDITIVE 167.76%			102805		102805		102805
MATL STORE EXPENSE				9	9		9
METER LOOP				7500	7500		7500
PERSONAL EXPENSES				32910	32910		32910
ROCK/GRAVEL/FILL				45000	45000		45000
SALES TAX				3967	3967		3967
SIGNAL			60380	99186	159566		159566
TRANSP/TB/OB/RCLG CONTR				11617	11617		11617
WZT CONTROL				7404	7404		7404
<b>TOTAL SIGNAL</b>			<b>164085</b>	<b>215106</b>	<b>379190</b>		<b>379190</b>
<b>TRACK &amp; SURFACE WORK</b>							
ENVIRONMENTAL PERMITTING				1	1		1
<b>TOTAL TRACK &amp; SURFACE</b>				<b>1</b>	<b>1</b>		<b>1</b>
<b>LABOR/MATERIAL EXPENSE</b>			<b>202917</b>	<b>215106</b>			
<b>RECOLLECTIBLES/UPRR EXPENSE</b>					<b>418023</b>	<b>0</b>	
<b>ESTIMATED PROJECT COST</b>							<b>418023</b>

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

## WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 64610

A.W.O. NO: 00584

W.O. NO:

B.I. NO: 09EN10

STATE: MN

VAL SEC: VARIOUS

RAILROAD: UPRR CO.

LOCATION: INVER GROVE HEIGHTS, MN, UPPER 71ST ST.

DEPARTMENT: ENGINEERING SERVICES

**"EXHIBIT C"**

## ----- STOCK MATERIAL PLAN -----

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATL \$
02040420	BATTERY, GNB, 50A13, 318 AH.	181.42	13	EA	2358
02040660	BATTERY, GNB, 50A27, 687 AH.	311.35	6	EA	1868
09011030	CABLE TIE, NYLON 5/8" MAX. DIA.	0.03	100	EA	3
09011240	CABLE TIE, NYLON 1 1/8" MAX. DIA	0.02	300	EA	6
09011980	CABLE TIE, NYLON 3 1/2" MAX. DIA	0.18	20	EA	4
09014950	CIRCUIT BRKR, 120/240V 20A 2 POLE	14.60	2	EA	29
09015690	CIRCUIT BREAKER, 120/240V 30A AC	5.96	2	EA	12
09054360	RELAY, GEN PURPOSE 120V. TAB 856	4.85	1	EA	5
09057650	SOCKET, P-B 27E122 TAB 836A & 856	2.08	1	EA	2
09065700	TAPE, ELECTRICAL PLASTIC	3.01	4	RL	12
09066900	TERMINAL, SPADE, 10-12 WIRE, #8 STUD	0.17	10	EA	2
09137100	TERM. LUG 3/16 CABLE-1/4 POST 2412	0.55	60	EA	33
09215100	33466 TERMINAL, RING TONGUE AMP	0.19	64	EA	12
09224750	216-107 TERMINAL, FERRULE, FOR #10	0.06	40	EA	2
09224800	216-104 TERMINAL, FERRULE, W	0.02	100	EA	2
09260350	TERMINAL, #16-14 #8 SPADE	0.07	35	EA	2
09261420	321524-1 TERMINAL, TEST 16-22 N	1.80	4	EA	7
09261570	321527-1 TERMINAL, TEST	1.69	15	EA	25
09401140	ADAPTER, 4 INCH CARBON PLASTIC	2.98	4	EA	12
09409820	BUSHING, 4" PLASTIC, INSULATING	0.82	4	EA	3
09424920	CONDUIT, 4", PVC, TYPE 40	1.97	130	LF	256
09457930	LOCKNUT, 4 INCH, GALVANIZED	5.19	4	EA	21
09844170	GROUND ROD, 5/8 INCH X 8 FEET	7.83	19	EA	149
09845750	GRND. ROD CONN. 4WAY ONESHOT.	5.16	19	EA	98
09908640	WIRE, #6 AWG 1 COND. COPPER, SOLID	0.31	475	LF	147
09912200	WIRE #6 AWG 2 COND 500' ROLL SHIELD	1.62	1000	LF	1620
09913200	WIRE, #6, 5 COND 500' ROLL SHIELDED	3.16	500	LF	1580
09915610	WIRE #6 AWG 1 COND COPPER, STRAN	0.54	295	LF	159
09930550	WIRE #10 AWG 1 COND COPPER, STRAN	0.18	900	LF	162
09932310	WIRE #10 AWG 1 COND COPPER, TWIST	0.46	400	LF	184
09946070	WIRE #14 7 COND 1000' ROLL SHIELDE	1.34	2000	LF	2680
09946100	WIRE #14, 7 COND 500' ROLL SHIELDE	1.34	500	LF	670
09960090	WIRE #16 AWG 1 COND COPPER, STRAN	0.10	750	LF	75
09976180	WIRE, #22, TW. PR. BELDEN #8761	0.13	20	LF	3
13547870	SHEET METAL SCREW, #10 X 1 INCH	3.52	2	BX	7
13552450	SHEET METAL SCREW, #12 X 3/4"	2.10	3	BX	6
13553150	SHEET METAL SCREW #12 X 1"	3.03	3	BX	9
17061400	PADLOCK, SIGNAL, WITHOUT KEY, AMERIC	15.05	13	EA	196
28033210	CARTON, 39 1/8" L X 23 1/4" W X 17	5.67	2	EA	11
28033230	CARTON, 47 3/8" L X 39 1/2" W X 18"	11.10	2	EA	22

## WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

RAILROAD: UPRR CO.

LOCATION: INVER GROVE HEIGHTS, MN, UPPER 71ST ST.

DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 64610

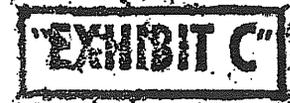
A.W.O. NO: 00584

W.O. NO:

B.I. NO: 09EN10

STATE: MN

VAL SEC: VARIOUS



28041880	PALLET, 48 X 40 INCH 2/WAY	8.69	4 EA	35
35040020	PLASTER OF PARIS, HDAP 10308	2.79	8 BX	22
39340220	SIGN, HIGHWAY CROSSING	50.00	2 EA	100
52001370	SURGE PROTECTOR SP20-2A TAB 585	72.25	3 EA	217
52003630	POWER CABLE, CABIN TO GENERATOR -	148.20	2 EA	296
52005700	BOND WIRE, 7 STRANDS 100 LF. ROLL	0.76	650 LF	494
52016830	WIRE DUCT, 2X3	8.44	17 EA	143
52016920	WIRE DUCT, 3X3	10.11	3 EA	30
52017510	WIRE DUCT COVER 2"X6"	1.84	19 EA	35
52017620	WIRE DUCT COVER 3"X6"	2.72	3 EA	8
52019530	ENCLOSURE, SHUNT, POLE MOUNTED, 24X2	173.45	7 EA	1214
52019560	EQUALIZER, H.D. TAB 583	9.27	16 EA	148
52021550	FOUNDATION, 4' STEEL, FOR FLSHR/GAT	301.11	2 EA	602
52025150	HOUSE, 4X4, W/CLIMATE CONTROL	5783.03	1 EA	5783
52025260	HOUSE, 6X6, W/CLIMATE CONTROL	7536.37	1 EA	7536
52027350	CLIP BOARD - FOR SIGNAL PRINTS	8.02	2 EA	16
52027430	STEP BOX	16.30	1 EA	16
52028420	LIGHTNING ARRESTOR, CLR-COMB TAB 3	6.98	45 EA	314
52029780	LIGHTNING ARR, HD TAB 582 W/O BASE	10.04	8 EA	80
52030010	LIGHTNING ARRESTOR CONN. STRIP	3.93	6 EA	24
52039210	RECTIFIER, 20EC, 12V. TAB575	274.14	3 EA	822
52042650	POST, MOUNTING, FOR SHUNT HOUSING	19.40	14 EA	272
52068650	TERMINAL, #6 - 5 WIRE - RING TYPE	0.16	65 EA	10
52070010	TERMINAL, #12-10 WIRE, RING TONGUE	0.13	450 EA	59
52071600	TERMINAL, #20-16 WIRE, RING TONGUE	0.07	300 EA	21
52072280	TERMINAL BLOCK, SIGNAL 2 POST 6AK	3.75	59 EA	221
52072740	TERMINAL BLOCK, SIGNAL 12 POST 6 UN	15.83	1 EA	16
52072960	TERMINAL BLOCK, SIGNAL 12 POST	12.69	12 EA	152
52074570	TEST LINK, 1" CENTER TO CENTER	1.53	24 EA	37
52074580	TEST LINK, 2-3/8" CENTER TO CENTE	1.89	1 EA	2
52079550	WIRE TAG, PLASTIC - WHITE	0.13	200 EA	26
52079560	MARKING PEN (FOR WHITE TAG)	1.95	2 EA	4
52108120	LED FL/GATE ASSY. 2 WAY LIGHTS	7267.61	2 EA	14535
52109370	GATE ARM, ADJ. 16-22"	461.91	2 EA	924
52122140	HIGH WIND BRACKET 5"OR 4"	63.99	2 EA	128
52136470	SHEAR PIN, SK-1000-1	5.50	2 EA	11
52200300	EVENT ANALYZER RECORDER (SEARIII)	2023.69	1 EA	2024
52203600	DURNEY LOAD, 400 FT. TAB 644	37.25	1 EA	37
52207130	GRDXNG PRDTR GCP4000 ZTK MAX	13609.45	1 EA	13609
52207150	GRD XING PREDICTR GCP 4000 6TK.MA	15593.10	1 EA	15593
52214040	DURNEY LOAD, 2800 FT. TAB 644	37.47	1 EA	37
52258500	MULTYERRQ. NBS 267-560 TAB641A HAR	526.57	1 EA	527
52258590	NBS, TAB 641, 62775-1543	406.40	2 EA	813
52258850	NBS, TAB 642, 62775-3497	334.03	4 EA	1336
52262670	DUAL WIDEBAND SHUNT. BA077A-TAB711	267.92	2 EA	536
52263600	SURGE ARRESTOR, METER LOOP.	28.46	2 EA	57

## WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

RAILROAD: UPRR CO.

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PROJ NO: 64610

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52264040 SURGE PANEL - TAB 618	189.95	2 EA	380
52267200 TRANSCETVER MODULE FOR GCP 4000	2909.52	4 EA	11638
52276150 SS XING CONTROLLER MODULE FOR GCP	1643.70	2 EA	3287
52758190 RELAY, NEUF.-TRACK TAB 1	657.00	1 EA	657
53623340 BATTERY CHOKE-TAB 706	156.30	4 EA	625
53648010 INSULATING CAP & SHIELD ASSY.	2.30	8 EA	18
53903460 EPD 120/240DEL SURGE PROTECTOR	271.71	2 EA	543
53954500 180429-000 HOOTLES KIT	49.79	13 EA	647

TOTAL

99,181.

# **EXHIBIT D**

## **UP RAILWAY**

### **US DOT # 184 904B**

**Upper 71<sup>st</sup> Street, Inver Grove Heights, MN**

## **Summarized Signal and Gate System Estimate**

<b>Material</b>	<b>\$ 215,106.00</b>
<b>Labor</b>	<b>\$ 202,917.00</b>
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<b>Estimate Total</b>	<b>\$418,023.00</b>