

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, APRIL 9, 2012
8150 BARBARA AVENUE
7:00 P.M.

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

A. United States Army Specialist Joseph Allan Kennedy Day Proclamation

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 26, 2012 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending April 4, 2012 _____

C. Appoint Alternate to the Gun Club Lake Watershed Management Organization Board _____

D. Request from Xcel Energy to Sign a Waiver of the Termination Clause on Existing Street Lighting Contracts _____

E. Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2010–41, T.H. 3 Turn Lanes at Autumn Way _____

F. Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2011–08, 66th Street Improvements and City Project No. 2011–21, 66th Street Parking Lot and Related Trails _____

G. Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2012–09D, 65th Street Neighborhood and Cahill Court Street Reconstruction _____

H. Resolution Accepting Proposal from Pioneer Engineering, Inc. for Construction Surveying Services for the 2012 Improvement Program, City Project No. 2010–41, T.H. 3 Turn Lanes at Autumn Way _____

I. Resolution Accepting Proposal from SEH, Inc. for Professional Services to Locate the Property Corners for the 66th Street Right-of-Way on City Project No. 2011–08 _____

J. Resolution Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for City Project No. 2001–12, Concord Blvd. (CSAH 56) Improvement – Corcoran Path to 65th Street _____

K. Approve Authorization to move Southeast Quadrant LLC Escrow Funds to First American Trust _____

L. Resolution Accepting South Metro Fire Department as part of Dakota County Mutual Aid Fire Services Agreement _____

M. Approve Salary Adjustment for City Administrator for 2012 _____

N. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Ordering the Project and Approving Plans and Specifications for the 2012 Pavement Management Program, City Project No. 2012-09D, Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.) _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **McDONALDS;** Consider Resolution relating to a Planned Unit Development Amendment to Change the Site, Grading and Elevation Plans for Remodeling of the McDonalds Restaurant located at 3075 80th Street _____

PUBLIC WORKS:

B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2012 Improvement Program, City Project No. 2011-04, 93rd Street Extension _____

C. **CITY OF INVER GROVE HEIGHTS;** Acceptance of Bid and Award of Contract for 2012 Pavement Management Program, City Project No. 2011-08, 66th Street Improvements (Concord Boulevard to Swing Bridge Pier) and City Project No. 2011-21, 66th Street Parking Lot Improvements and Related Trails _____

FINANCE:

D. **CITY OF INVER GROVE HEIGHTS;** Consider the Second Reading of an Ordinance to Amend the City Code, Title 8, Chapter 2, Section 10, Rates and Charges _____

8. **MAYOR AND COUNCIL COMMENTS:**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 26, 2012 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, March 26, 2012, in the City Council Chambers. Acting Mayor Madden called the meeting to order at 7:00 p.m. Present were Council members Grannis, Klein, 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, Police Chief Stanger, Fire Chief Thill and Deputy Clerk Rheaume

3. PRESENTATIONS:

A. Introduction of Kristi Smith – Finance Director

Mr. Lynch introduced the new Finance Director, Kristi Smith. He stated Ms. Smith worked for the previous three (3) years as the finance director for the City of Isanti, and in the private sector as an auditor for seven (7) years prior to that working primarily with municipalities and non-profit organizations. He noted that Ms. Smith was a CPA and a certified fraud examiner.

The Mayor and Council members welcomed Ms. Smith to the City and wished her luck in her new position.

4. CONSENT AGENDA:

Councilmember Klein removed Item 4M, Resolution Ordering Project No. 2006-08 Asher Water Tower Replacement, Ordering Preparation of Construction Plans and Specifications and Authorizing Execution of a Professional Services Agreement with SEH, Inc. for Preliminary Design and Final Design Services, from the Consent Agenda.

- A. i) Minutes – March 12, 2012 Council Study Session
ii) Minutes – March 12, 2012 Regular Council Meeting
- B. **Resolution No. 12-41** Approving Disbursements for Period Ending March 21, 2012
- C. Final Pay Voucher No. 4, Final Report, and **Resolution No. 12-42** Accepting Work for Technology Bid Package 27B, City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project
- D. Change Order No. 2 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – Dascom
- E. Approve Contract with Common Sense Building Services, Inc.
- F. Approve Turf Care Products in the Park System for 2012
- G. **Resolution No. 12-43** Adopting Inver Wood Golf Course Even and Non-Event Spectator Policy
- H. Approve Contractor for Grove Heating System Repair
- I. Approve Replacement of Fitness Equipment for Veterans Memorial Community Center
- J. Consider Contractor for VMCC Munter Unit Repair
- K. **Resolution No. 12-44** Approving Transfers for Fiscal Year 2010, **Resolution No. 12-45** Ratifying an Interfund Loan for Advance of Certain Costs in Connection with Tax Increment Financing District No. 2-1, and **Resolution No. 12-46** Ratifying an Interfund Loan for Advance of Certain Costs in Connection with Tax Increment Financing District No. 3-1
- L. Approve Post Issuance Debt Compliance Policy
- N. Approve Contractor for Hydro-Seeding 66th St./RISB Slope
- O. Approve Contribution to Inver Grove Heights Fire Relief Association
- P. Approve Individual Massage Therapist Application – Charity Rockwell
- Q. Personnel Actions

Motion by Klein, second by Grannis, to approve the Consent Agenda**Ayes: 4****Nays: 0 Motion carried.**

M. Resolution Ordering Project No. 2006-08, Asher Water Tower Replacement, Ordering Preparation of Construction Plans and Specifications and Authorizing Execution of a Professional Services Agreement with SEH, Inc. for Preliminary Design and Final Design Services

Councilmember Klein asked Mr. Thureen to provide a brief explanation of why the water tower was being replaced.

Mr. Thureen explained in 2002 a feasibility study was completed that examined the Asher service area water storage needs for the City. The report recommended that the City should have 3 million gallons of elevated water storage and should construct a new water tower at 1 of 2 sites and either repair or replace the existing Asher stand pipe. He stated the 2 million gallon Arbor Pointe water tower was subsequently constructed. He explained although the Asher water tower is technically 2 million gallons in size, the way in which it was constructed limits the actual effective storage to 600,000 gallons for the system. He noted replacement of the tank with something similar to that of the Arbor Pointe tower, would provide a million gallons worth of storage to the system.

Councilmember Klein recalled in 2002 they were also considering repainting the tower and found another problem.

Mr. Thureen stated lead was found and that increases the cost of the repair option because it would have to be encapsulated.

Councilmember Klein questioned if any lead was found inside the tank.

Mr. Thureen stated the interior coating of the tank was a different material.

Motion by Klein, second by Grannis, to adopt Resolution No. 12-47 Ordering City Project No. 2006-08, Asher Water Tower Replacement, Ordering Preparation of Construction Plans and Specifications and Authorizing Execution of a Professional Services Agreement with SEH, Inc. for Preliminary Design and Final Design Services

Ayes: 4**Nays: 0 Motion carried.****5. PUBLIC COMMENT:**

Allan Cederberg, 1162 E. 82nd St., contended that the March 12th regular Council meeting was not legal because no papers were outside of the Council Chambers during the meeting.

Ms. Rheaume asked Mr. Cederberg if he was referring to the agenda that is posted outside of City Hall on a bulletin board prior to meetings.

Mr. Cederberg responded in the negative and explained he was referring to the public copy of the entire agenda packet.

Ms. Rheaume explained the City was only required to post a copy of the agenda prior to meetings for public viewing. She stated an agenda was posted for the March 12th City Council meeting on the bulletin board outside of City Hall. She reiterated that the City was not required to have the entire information packet at the meeting. She noted that a public copy of the packet was always available for review upon request.

Councilmember Piekarski Krech clarified that staff only provides a public copy of the entire agenda packet because of previous Council direction to that effect, not because it was a legal requirement.

Mr. Cederberg commented on the recently adopted stormwater utility fee rate structure and opined that the City overlooked the requirement that the fees should be calculated based on square footage.

Mr. Lynch clarified that Mr. Cederberg's argument was that the City may impose an operation charge on all users and owners in the storm sewer system solely based on the square footage of the property adjusted for the reasonable calculation of stormwater runoff. He explained that the document referenced by Mr. Cederberg provides multiple ways by which the City is allowed to calculate the fee. The City is not required to calculate the fee using only the square footage methodology.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. SALAS TRUCKING; Consider a Resolution and related documents pertaining to the Vacation of Street Rights-of-Way in the plat of Laura Riebe Addition located between 6080 and 6202 Concord Boulevard

Mr. Link reviewed the location of the property and stated the request is for vacation of rights-of-way. He explained there was a 30-35 foot wide right-of-way located on the south side of the property, and a 16 foot alley right-of-way on the east side of the property. He noted there were no roads in either right-of-way. He stated there was an existing storm water line in the southern right-of-way, and the City would be maintaining the drainage and utility easements over a portion of the right-of-way in addition to an encroachment agreement. Planning staff and the Planning Commission recommended approval of the request.

Motion by Piekarski Krech, second by Klein, to adopt Resolution No. 12-48 and related documents pertaining to the Vacation of Street Rights-of-Way in the plat of Laura Riebe Addition located between 6080 and 6202 Concord Boulevard

Ayes: 4

Nays: 0 Motion carried.

B. DAVID WHEATON; Consider a Resolution relating to Vacation of Certain Street Rights-of-Way within the plat of Dorr's Third Inver Grove Addition

Mr. Link stated the property was located along the Mississippi River, just east of Inver Grove Trail and Old Concord. The request was before the Council on February 13th and was subsequently tabled for further discussions regarding City storm water easements. He explained the request entailed the vacation of old right-of-way on a plat dating back to the 1880's. He stated there were no roads and no real access to the property. Council previously directed staff to meet with the applicant and Dakota County to negotiate the details related to the storm water easements that the City requested across the property. He explained the negotiations were successful and an agreement was reached for the vacation of the right-of-way and the granting of easements. He stated there were three (3) storm water and access easements, and one (1) restricted use agreement included with approval of the vacation. The request would provide the vacation of the right-of-way to Dakota County and Macalester College for the permanent protection of the property for open space. He noted Dakota County is considering taking conservation easement over the Macalester property for the preservation of the open space. He explained the City would benefit because the easements and use agreement provide an opportunity to use a narrow corridor across the property for stormwater purposes if future needs arise. He stated there were three (3) small portions of the right-of-way not included in the vacation because of a statute which requires the City to allow the DNR 60 days to review and comment on any right-of-way that abuts the Mississippi River. He noted vacation of those three (3) sections would be brought back to the Council for approval after the DNR review period had passed. Planning staff recommended approval of the vacation subject to the stormwater and access easements and the restricted use agreement.

Councilmember Klein questioned if the plat had any historical significance.

Mr. Link responded in the negative. He stated utilities were never extended to the property and staff was not aware of any previous use.

Acting Mayor Madden clarified that the agreement would allow the City to access property with any

necessary equipment if a need arose.

Mr. Link confirmed the agreements would allow the City to access the property to make necessary improvements and restore it to original conditions.

Councilmember Piekarski Krech questioned how the City would memorialize the intent to convey the one acre of land that cannot be released until 2015.

Mr. Link stated the City acquired that piece of property in 1966 and there is a restriction over it that it can only be used for park purposes. He explained the City has never used it for that intent and has no plans to do so in the future, so in 2015 the property could be conveyed to Macalester College.

Mr. Kuntz explained at the time the second round of vacations come back to Council for approval an agreement could be included that would memorialize the City's intent to convey the one acre piece of property to Macalester College in 2015.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 12-49 approving the Vacation of Certain Street Rights-of-Way and related documents within the plat of Dorr's Third Inver Grove Addition

Ayes: 4

Nays: 0 Motion carried.

PARKS AND RECREATION:

C. CITY OF INVER GROVE HEIGHTS; Approve Heritage Village Park Architecture Concepts

Mr. Carlson explained Partners & Sirny Architects was hired in May of 2011 to assist with the process of creating a general architectural style concept for the future buildings in Heritage Village Park. He noted Dakota County and the City partnered for the project. He stated the preliminary plans were reviewed by the Dakota County Physical Development Committee in January and they commented that the costs were too high for the buildings, the graphics that were provided made it difficult to visualize what was going to happen, and the architectural styles were too utilitarian. The county subsequently decided to pay the architect an additional \$1,000 to develop revised plans. He stated the City Council reviewed the original draft plans at a work session in January and generally liked the concept and did not suggest any changes. The county and the architect worked on the revised plans for the trailhead facility which would include restrooms, informational display areas, and drinking water stations. The trailhead facility would be owned and operated by Dakota County, including maintenance and repairs of the facility after construction. He reviewed the building designs, stating the overall concept was a railroad theme. The first design incorporated more wood, whereas the second design incorporated more stone. The Parks and Recreation Advisory Committee preferred the first design because it felt more in tune with the railroad theme and would be easier to maintain if vandalism occurred. He also reviewed the site layout and the changes that were proposed. He noted the parking lot was reduced to one entrance/exit because of a slightly modified configuration. He explained if the Council were to approve the concepts the county would move forward with hiring an architect to develop plans and specifications in greater detail. He stated the City would be provided with another opportunity to review and approve the plans and specifications. He noted no investment from the City was required at this time.

Councilmember Piekarski Krech stated she was concerned with the building that was primarily wooden, and liked the building that had more stone from an architectural and aesthetic standpoint.

Mr. Carlson stated the Parks Commission also suggested incorporating more stone accents into the wooden design.

Acting Mayor Madden agreed that the stone looked much better and would be a much more stable building.

Councilmember Piekarski Krech confirmed that the Council would have more input on the final design are just approving the general concept at this point.

Councilmember Klein expressed concern with the size of the parking lot and the plan to only have one

entrance/exit.

Motion by Klein, second by Piekarski Krech, to approve Architecture Concepts for Heritage Village Park

Ayes: 4

Nays: 0 Motion carried.

ADMINISTRATION:

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution Awarding the Sale of General Obligation Utility Revenue Refunding Bonds, Series 2012A

Mr. Apfelbacher stated bids were taken to refinance three (3) existing debt issues. He noted the City's AA bond rating was reconfirmed by Standard & Poor's prior to taking bids. He stated seven (7) bids were received and the best bid, submitted by Vining Sparks IBG, L.P., was 1.51%. He reminded the Council that the debt was going out over ten (10) years and 5.51% was the average of the debt issue over that period of time. He noted the bid was slightly higher than what was projected. He explained as a result of the refinancing the City will save \$390,000 present net value. He stated the savings figure is net of all expenses related to the obligation, and as a percent of savings equates to approximately 6.3%. He explained a smaller debt issue, \$5,710,000 was recommended because the dealer bid a premium and that was factored into the size of the issue and the extra money was used to reduce the size of the issue.

Mr. Lynch noted a refunding escrow agreement was also included for approval.

Mr. Cederberg questioned what the total cost was to the City for the transaction, including commission.

Mr. Apfelbacher stated the discount expense, paid to the purchaser, was \$38,600. The cost of issuance - including payments to the escrow agent, verification agent, bond attorney, the rating agency, and Ehlers - was \$51,970. He noted the total costs were factored into the savings figure of \$390,000.

Motion by Klein, second by Grannis, to adopt Resolution No. 12-50 Awarding the Sale of General Obligation Utility Revenue Refunding Bonds, Series 2012A and the corresponding refunding escrow agreement

Ayes: 4

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider Resolution Establishing Precincts and Polling Places

Ms. Rheaume stated legislative redistricting was completed at the state level on February 21, 2012. As a result of those changes the City was combined into one congressional district and one legislative district. She explained staff used the redistricting process as an opportunity to adjust precinct boundaries to accommodate growth in the voting age population based on 2010 census data that was obtained. She stated staff wanted to minimize the impact on voters as much as possible while keeping the voting age population in each precinct under a 3,000 people. The boundary adjustments that were made resulted in a more even distribution of the voting age population within each precinct, and allowed room for growth in the future. She noted staff proposed continuing to divide the City into ten (10) precincts and to use the same polling places that were previously established, with the exception of moving Precinct 4 back to City Hall. She stated if no changes had been made to the boundaries the voting age population in several precincts would have exceeded 3,000 and polling places would have become difficult to manage on Election day.

Councilmember Piekarski Krech expressed concern that the changes would result in people being unable to locate their appropriate polling place on Election day.

Ms. Rheaume explained staff tried to make the map as easy to understand as possible. She noted on Election day polling place workers are encouraged to use polling place finders to ensure voters are in the right precinct based on their address.

Councilmember Klein stated the proposed boundaries would more evenly distribute the voters on Election

day and would keep the precincts running more efficiently.

Motion by Klein, second by Grannis, to adopt Resolution No. 12-51 Establishing Precincts and Polling Places

Ayes: 4

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance to Amend City Code, Title 8, Chapter 2, Section 10, Rates and Charges

Ms. Teppen stated an amendment to the City code was proposed to provide for a different pay period that utility bills are due. She explained City code requires utility bills to be due within 30 days of when the utility bill is issued, but the practice has been, for approximately 20 years, that bills are due on the 21st day after the bill is issued. With the implementation of new financial software it was found that the software could not accommodate the due date set forth in code. She stated this would affect all utility customers that have automatic withdrawal set up on their accounts.

Acting Mayor Madden clarified that the bill would continue to be due on the 20th day after the bill is issued.

Councilmember Klein questioned how customers would be notified.

Ms. Teppen stated a notice would be sent with the utility bills and it would be advertised on the website. She noted the practice would not change in that the bill has been due 20 days after the bill goes out for the past 20 years.

Councilmember Piekarski Krech questioned if the due date was date specific.

Acting Mayor Madden confirmed that the bill is due on the 20th and is late on the 21st.

Motion by Grannis, second by Klein, to approve the First Reading of an Ordinance to Amend City Code, Title 8, Chapter 2, Section 10, Rates and Charges

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

9. ADJOURN: Motion by Grannis, second by Klein, to adjourn. The meeting was adjourned by a unanimous vote at 8:05 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 9, 2012
 Item Type: Consent
 Contact: Bill Schroepfer 651-450-2516
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of March 22, 2012 to April 4, 2012.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending April 4, 2012. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$478,966.25
Debt Service & Capital Projects	184,674.84
Enterprise & Internal Service	1,485,393.28
Escrows	1,213.22
	<hr/>
Grand Total for All Funds	<u><u>\$2,150,247.59</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Accountant at 651-450-2488 or Bill Schroepfer, Accountant at 651-450-2516.

Attached to this summary for your action is a resolution approving the disbursements for the period March 22, 2012 to April 4, 2012 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING April 4, 2012**

WHEREAS, a list of disbursements for the period ending April 4, 2012 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	\$478,966.25
Debt Service & Capital Projects	184,674.84
Enterprise & Internal Service	1,485,393.28
Escrows	1,213.22
Grand Total for All Funds	<u><u>\$2,150,247.59</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of April, 2012.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk



Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ACE PAINT & HARDWARE	5106845	04/04/2012	501126	101.42.4200.423.40040	19.62
ACE PAINT & HARDWARE	5107635	04/04/2012	501126	101.42.4200.423.40040	1.86
ACE PAINT & HARDWARE	5107845	03/28/2012	501126	101.44.6000.451.60011	6.39
ACE PAINT & HARDWARE	510740	03/28/2012	501126	101.44.6000.451.60012	13.87
ACE PAINT & HARDWARE	5107735	03/28/2012	501126	101.44.6000.451.60012	8.53
ACE PAINT & HARDWARE	5107745	03/28/2012	5107745	101.44.6000.451.60012	5.87
AFSCME COUNCIL 5	INV0008032	03/23/2012	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	39.54
AFSCME COUNCIL 5	INV0008033	03/23/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	765.96
AFSCME COUNCIL 5	INV0008034	03/23/2012	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	58.92
ARAMARK UNIFORM SERVICES	6297457709	03/28/2012	7940	101.43.5200.443.60045	15.70
ARAMARK UNIFORM SERVICES	629-7462717	04/04/2012	15353001	101.43.5200.443.60045	26.24
ARAMARK UNIFORM SERVICES	6297457709	03/28/2012	7940	101.44.6000.451.60045	30.26
ARAMARK UNIFORM SERVICES	629-7462717	04/04/2012	15353001	101.44.6000.451.60045	30.26
BARBARA BITTERMAN	22812	03/28/2012	DOG LICENSE REFUND	101.42.4000.421.70600	6.00
BATTERIES PLUS-WSP	030553441	04/04/2012	C1034	101.42.4200.423.40042	21.36
BERGUM, ERIC	33012	04/04/2012	REIMB EXPENSE REPORT	101.42.4200.423.50075	28.97
BERGUM, ERIC	33012	04/04/2012	REIMB EXPENSE REPORT	101.42.4200.423.60040	16.47
BERGUM, ERIC	33012	04/04/2012	REIMB EXPENSE REPORT	101.42.4200.423.60065	16.05
CENTURY LINK	0219660	03/28/2012	6514530219660	101.44.6000.451.50020	41.78
CENTURY LINK	0672975	03/28/2012	6515520672976	101.44.6000.451.50020	41.82
CITY ENGINEERS ASSOC OF MINNESOTA	CEAM	03/28/2012	2012 DUES	101.43.5000.441.50070	60.00
COLLINS ELECTRICAL CONST.	123022401	04/04/2012	UPPER 55TH & BLAINE	101.43.5400.445.30700	242.38
DAKOTA CTY PROPERTY RECORDS	3/23/12	03/23/2012	PROPERTY ID# 20-02700-75-020	101.43.5200.443.80100	41.97
DAKOTA ELECTRIC ASSOCIATION	426713-4 32712	03/27/2012	426713-4	101.43.5400.445.40020	32.23
DAKOTA ELECTRIC ASSOCIATION	461221-4 32712	04/04/2012	3508 - 4612221/4	101.43.5400.445.40020	22.55
EARL F ANDERSEN INC	0098528	04/04/2012	0111781	101.43.5200.443.60040	509.52
EFTPS	INV0008037	03/23/2012	FEDERAL WITHHOLDING	101.203.2030200	39,671.10
EFTPS	INV0008131	03/26/2012	FEDERAL WITHHOLDING	101.203.2030200	452.02
EFTPS	INV0008442	04/06/2012	FEDERAL WITHHOLDING	101.203.2030200	39,355.68
EFTPS	INV0008040	03/23/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	30,912.60
EFTPS	INV0008445	04/06/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	27,319.47
EFTPS	INV0008039	03/23/2012	MEDICARE WITHHOLDING	101.203.2030500	11,338.06
EFTPS	INV0008133	03/26/2012	MEDICARE WITHHOLDING	101.203.2030500	84.70
EFTPS	INV0008444	04/06/2012	MEDICARE WITHHOLDING	101.203.2030500	10,541.92
FIRE EQUIPMENT SPECIALTIES, INC.	7471	04/04/2012	7015	101.42.4200.423.40042	175.00
FIRE EQUIPMENT SPECIALTIES, INC.	7471	04/04/2012	7015	101.42.4200.423.60045	176.09
FIRE SAFETY USA	51391	04/04/2012	32012	101.42.4200.423.40042	1,170.00
GALLS INC	512038088	03/28/2012	1848802	101.42.4000.421.60040	56.48
GALLS INC	512051187	04/04/2012	5291308	101.42.4000.421.60065	13.69
GLASSING FLORIST	00316281	04/04/2012	00014099	101.43.5200.443.30700	56.53
GOODPOINTE TECHNOLOGIES	2507	03/28/2012	ICON Premium Consulting	101.44.6000.451.30700	2,480.00
GRAND VIEW LODGE	32812	03/28/2012	CAN-AM CONF	101.42.4000.421.50075	237.26
GTS	APRIL 11 REGISTRATION	04/04/2012	ALLAN HUNTING REGISTRATION APRIL 11	101.45.3000.419.50080	60.00
HIDEAWAY SHOOTING RANGE LLC	net 30	03/28/2012	Feb range use	101.42.4000.421.50080	544.68
HOISINGTON KOEGLER GROUP INC.	0110138	03/28/2012	Prof svcs for month of Dec 2011	101.45.3200.419.30600	1,854.00
HOISINGTON KOEGLER GROUP INC.	0110139	03/28/2012	Prof svcs for month of Jan 2012	101.45.3200.419.30600	10,079.25
HOISINGTON KOEGLER GROUP INC.	01101310	03/28/2012	Prof svcs for month of Feb	101.45.3200.419.30600	1,280.75
HOISINGTON KOEGLER GROUP INC.	01101	04/04/2012	SHORTED AMNT	101.45.3200.419.30600	2,031.93
HOISINGTON KOEGLER GROUP INC.	011013	04/04/2012	SHORTED AMNT	101.45.3200.419.30600	3,670.65
HOME DEPOT CREDIT SERVICES	9017344	03/28/2012	6035322502554813	101.42.4200.423.60011	77.21
HOME DEPOT CREDIT SERVICES	9017344	03/28/2012	6035322502554813	101.42.4200.423.60065	279.98
ICMA RETIREMENT TRUST - 457	INV0007986	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0007987	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	276.11
ICMA RETIREMENT TRUST - 457	INV0007988	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0007989	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	418.93
ICMA RETIREMENT TRUST - 457	INV0007990	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0007991	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	287.71
ICMA RETIREMENT TRUST - 457	INV0007992	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,090.00
ICMA RETIREMENT TRUST - 457	INV0007993	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	116.12
ICMA RETIREMENT TRUST - 457	INV0007994	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0007995	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	658.43
ICMA RETIREMENT TRUST - 457	INV0007996	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0007997	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	161.90
ICMA RETIREMENT TRUST - 457	INV0007998	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,503.84
ICMA RETIREMENT TRUST - 457	INV0007999	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	314.84

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0008000	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0008001	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	366.81
ICMA RETIREMENT TRUST - 457	INV0008002	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	690.00
ICMA RETIREMENT TRUST - 457	INV0008003	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	414.52
ICMA RETIREMENT TRUST - 457	INV0008004	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0008005	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	130.96
ICMA RETIREMENT TRUST - 457	INV0008006	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0008007	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	35.46
ICMA RETIREMENT TRUST - 457	INV0008008	03/23/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	625.00
ICMA RETIREMENT TRUST - 457	INV0008009	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	242.84
ICMA RETIREMENT TRUST - 457	INV0008010	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0008011	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0008012	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0008013	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	186.93
ICMA RETIREMENT TRUST - 457	INV0008014	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0008015	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	445.26
ICMA RETIREMENT TRUST - 457	INV0008016	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0008017	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0008018	03/23/2012	ICMA (AGE 50 & OVER)	101.203.2031400	4,477.19
ICMA RETIREMENT TRUST - 457	INV0008019	03/23/2012	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
ICMA RETIREMENT TRUST - 457	INV0008389	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0008390	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	202.87
ICMA RETIREMENT TRUST - 457	INV0008391	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0008392	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	470.00
ICMA RETIREMENT TRUST - 457	INV0008393	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0008394	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	337.40
ICMA RETIREMENT TRUST - 457	INV0008395	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,090.00
ICMA RETIREMENT TRUST - 457	INV0008396	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.20
ICMA RETIREMENT TRUST - 457	INV0008397	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0008398	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	714.03
ICMA RETIREMENT TRUST - 457	INV0008399	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0008400	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	169.48
ICMA RETIREMENT TRUST - 457	INV0008401	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,553.84
ICMA RETIREMENT TRUST - 457	INV0008402	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	301.23
ICMA RETIREMENT TRUST - 457	INV0008403	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0008404	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	381.61
ICMA RETIREMENT TRUST - 457	INV0008405	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	690.00
ICMA RETIREMENT TRUST - 457	INV0008406	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	452.53
ICMA RETIREMENT TRUST - 457	INV0008407	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0008408	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	187.51
ICMA RETIREMENT TRUST - 457	INV0008409	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0008410	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	35.46
ICMA RETIREMENT TRUST - 457	INV0008411	04/06/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	625.00
ICMA RETIREMENT TRUST - 457	INV0008412	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	198.24
ICMA RETIREMENT TRUST - 457	INV0008413	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0008414	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0008415	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0008416	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	190.43
ICMA RETIREMENT TRUST - 457	INV0008417	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0008418	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	582.18
ICMA RETIREMENT TRUST - 457	INV0008419	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0008420	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0008421	04/06/2012	ICMA (AGE 50 & OVER)	101.203.2031400	4,477.19
ICMA RETIREMENT TRUST - 457	INV0008422	04/06/2012	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
ICMA RETIREMENT TRUST - 457	INV0008028	03/23/2012	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0008029	03/23/2012	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
ICMA RETIREMENT TRUST - 457	INV0008431	04/06/2012	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0008432	04/06/2012	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
IGH FIRE RELIEF ASSN	32812	03/28/2012	FIRE RELIEF COMPENSATION	101.42.4200.423.20500	3,000.00
ING DIRECT	INV0008137	03/26/2012	MSRS-HCSP	101.203.2032200	695.79
INVER GROVE FORD	33012	04/04/2012	94917	101.42.4000.421.70300	266.88
KEEPRS, INC	183987	03/28/2012	INVGROHTPD	101.42.4000.421.60045	1,029.67
KINKO'S, INC	4139	04/04/2012	9980016701	101.42.4000.421.50030	24.69
LELS	INV0008035	03/23/2012	UNION DUES (LELS)	101.203.2031000	45.00
LEVANDER, GILLEN & MILLER P.A.	Feb 29, 2012 92000E	03/28/2012	Misc	101.42.4000.421.30410	14,100.70
LOCAL GOVERNMENT INFORMATION SYSTEMS	34856	03/28/2012	APPL SUP-POLICE PAS & MCD	101.42.4000.421.70300	1,419.00
M & J SERVICES, LLC	157	04/04/2012	LABOR	101.43.5200.443.40046	1,065.00
M & J SERVICES, LLC	192	04/04/2012	LABOR	101.43.5200.443.40066	1,520.00
MAX STEININGER, INC.	10001089MB	04/04/2012	100	101.43.5200.443.60016	2,707.05
MENARDS - WEST ST. PAUL	86966	04/04/2012	30170270	101.43.5200.443.60040	243.22
METRO CHIEF FIRE OFFICERS ASSOCIATION	32812	03/28/2012	2011 DUES	101.42.4200.423.50070	100.00
METRO CHIEF FIRE OFFICERS ASSOCIATION	4170924	03/28/2012	2012 DUES	101.42.4200.423.50070	200.00
MIKE'S SHOE REPAIR, INC.	3222012	04/04/2012	IGH FIRE DEPT	101.42.4200.423.30700	14.00

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
MINNEAPOLIS OXYGEN CO.	113506	04/04/2012	113506	101.42.4000.421.60065	142.87
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0007984	03/23/2012	RICK JACKSON FEIN/TAXPAYER ID: 416005	101.203.2032100	301.33
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0007985	03/23/2012	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005	101.203.2032100	665.06
MN BOARD OF PEACE OFFICER STANDARDS	RENEWAL LICENSE 6/30/12	03/28/2012	PEACE OFFICER LICENSE RENEWAL EXPIRE 6/30/12	101.42.4000.421.50070	1,260.00
MN DEPT OF REVENUE	INV0008038	03/23/2012	STATE WITHHOLDING	101.203.2030300	16,634.69
MN DEPT OF REVENUE	INV0008132	03/26/2012	STATE WITHHOLDING	101.203.2030300	155.05
MN DEPT OF REVENUE	INV0008443	04/06/2012	STATE WITHHOLDING	101.203.2030300	16,242.00
MN GLOVE & SAFETY, INC.	261289	03/28/2012	MARK	101.44.6000.451.60045	53.38
MN GLOVE & SAFETY, INC.	261592	03/28/2012	MARK	101.44.6000.451.60045	551.69
MN GLOVE & SAFETY, INC.	261593	03/28/2012	ARK	101.44.6000.451.60045	131.12
MN GLOVE & SAFETY, INC.	261595	03/28/2012	MIKE	101.44.6000.451.60045	104.97
MN GLOVE & SAFETY, INC.	261611	03/28/2012	CLASS E LIME	101.44.6000.451.60045	(160.05)
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.203.2030900	1,931.55
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.41.1100.413.20620	79.56
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.41.2000.415.20620	72.41
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.42.4000.421.20620	548.37
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.42.4200.423.20620	40.89
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.43.5000.441.20620	24.05
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.43.5100.442.20620	130.79
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.43.5200.443.20620	72.97
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.44.6000.451.20620	97.19
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.45.3000.419.20620	30.90
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.45.3200.419.20620	31.27
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	101.45.3300.419.20620	60.88
MN NCPERS LIFE INSURANCE	3/23/12	03/23/2012	MARCH 23 2012	101.203.2031600	352.00
MOORE MEDICAL LLC	81791769 ei	03/28/2012	49242046	101.42.4200.423.60040	37.64
MSANI	52512	03/28/2012	CONF REGISTRATION	101.42.4000.421.50080	100.00
MUNICIPAL EMERGENCY SERVICES, INC.	301929_SNV	03/28/2012	258026	101.42.4200.423.60045	928.76
MUNICIPALS	32312	03/28/2012	REGISTRATION - KATHY FISCHER	101.43.5000.441.50080	60.00
MUNICIPALS	32812	04/04/2012	MICHELE IARIA 5/1/12	101.45.3000.419.50080	60.00
MUNICIPALS	32912	04/04/2012	DEBBIE PAWLENTY 4/30/12	101.45.3000.419.50080	60.00
MUNICIPALS	33012	04/04/2012	MON APRIL 30	101.45.3000.419.50080	60.00
NATURE CALLS, INC.	15769	03/28/2012	City of IGH	101.44.6000.451.40065	520.31
NEXTEL COMMUNICATIONS	529095	04/04/2012	266948529	101.42.4000.421.50020	776.93
NEXTEL COMMUNICATIONS	249383315124	04/04/2012	470882463	101.43.5200.443.50020	269.99
NFPA	33012	04/04/2012	MARCH 2014	101.42.4200.423.50070	855.00
OPTUMHEALTH FINANCIAL SERVICES	3/23/12	03/23/2012	MARCH 2012	101.203.2032500	100.00
OPTUMHEALTH FINANCIAL SERVICES	INV0008030	03/23/2012	HSA ELECTION-SINGLE	101.203.2032500	2,249.71
OPTUMHEALTH FINANCIAL SERVICES	INV0008031	03/23/2012	HSA ELECTION-FAMILY	101.203.2032500	4,032.01
OPTUMHEALTH FINANCIAL SERVICES	INV0008433	04/06/2012	HSA ELECTION-SINGLE	101.203.2032500	2,208.42
OPTUMHEALTH FINANCIAL SERVICES	INV0008434	04/06/2012	HSA ELECTION-FAMILY	101.203.2032500	4,032.01
PERA	INV0008020	03/23/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,367.70
PERA	INV0008022	03/23/2012	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	14,798.38
PERA	INV0008023	03/23/2012	PERA COORDINATED PLAN	101.203.2030600	14,798.38
PERA	INV0008024	03/23/2012	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0008025	03/23/2012	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0008026	03/23/2012	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	14,721.37
PERA	INV0008027	03/23/2012	PERA POLICE & FIRE PLAN	101.203.2030600	9,814.25
PERA	INV0008129	03/26/2012	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	409.19
PERA	INV0008130	03/26/2012	PERA POLICE & FIRE PLAN	101.203.2030600	272.79
PERA	INV0008423	04/06/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,468.11
PERA	INV0008425	04/06/2012	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	15,422.83
PERA	INV0008426	04/06/2012	PERA COORDINATED PLAN	101.203.2030600	15,425.72
PERA	INV0008427	04/06/2012	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0008428	04/06/2012	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0008429	04/06/2012	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	15,811.97
PERA	INV0008430	04/06/2012	PERA POLICE & FIRE PLAN	101.203.2030600	10,541.29
PRESTIGE ELECTRIC, INC.	85386	04/04/2012	STN #1	101.42.4200.423.40040	114.00
ROSEMOUNT SAW & TOOL CORP	132601	04/04/2012	8208	101.43.5200.443.60045	159.92
ROSEMOUNT SAW & TOOL CORP	132798	03/28/2012	8206	101.44.6000.451.60045	315.43
SHERWIN-WILLIAMS	89420	03/28/2012	668254535	101.44.6000.451.40040	299.90
SKB ENVIRONMENTAL INC	73316	03/28/2012	580	101.43.5200.443.60016	88.59
SOUTH EAST TOWING	178452	03/28/2012	Lic #60	101.42.4000.421.60065	106.88
SPRINT	573073317124	03/28/2012	573073317	101.41.1100.413.50020	38.30
SPRINT	88100052	04/04/2012	641378810	101.42.4200.423.50020	39.99
SPRINT	487383319124	03/28/2012	487383319	101.44.6000.451.50020	287.17
STEENBERG, LUKE	3/17/12	03/28/2012	REIMBURSE-OCSOT TRAINING LUNCH	101.42.4200.423.50075	7.79
STREAMLINE DESIGN INC	30205	04/04/2012	MONICA	101.42.4200.423.60045	51.00
STREICHER'S	1913908	03/28/2012	S10099557	101.42.4000.421.60018	1,718.51
TOTAL CONSTRUCTION & EQUIP.	53407	04/04/2012	PROPOSAL 11/3/11	101.43.5400.445.30700	7,390.00
TOTAL CONSTRUCTION & EQUIP.	53465	04/04/2012	CIT001	101.43.5400.445.30700	143.27
TOTAL CONSTRUCTION & EQUIP.	53471	03/28/2012	CIT001	101.44.6000.451.40040	276.12
TRACTOR SUPPLY CREDIT PLAN	62566	04/04/2012	IGH CITY	101.43.5200.443.60016	57.83

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
TWIN CITIES OCCUPATIONAL HEALTH PC	101897484	04/04/2012	RJ NYBERG	101.41.1100.413.30500	25.00
TWIN CITY SAW	A18323	03/28/2012	PARKS	101.44.6000.451.60040	13.84
TYLER TECHNOLOGIES, INC	02534597	03/28/2012	MAINT 2/1/12-1/31/13	101.41.2000.415.80620	12,110.26
TYLER TECHNOLOGIES, INC	02537955	03/28/2012	MAINT 2/1/12 - 1/31/13	101.41.2000.415.80620	750.00
TYLER TECHNOLOGIES, INC	02539378	03/28/2012	MAINT 2/1/12 - 1/31/13	101.41.2000.415.80620	10,821.78
TYLER TECHNOLOGIES, INC	02539379	03/28/2012	MAINT 2/1/12 - 1/31/13	101.41.2000.415.80620	3,532.92
TYLER TECHNOLOGIES, INC	02539479	03/28/2012	MAINT - MGMNT DOC SUITE	101.41.2000.415.80620	(1,774.06)
U OF M - CCE REGISTRATION	32812	03/28/2012	REG FOR ANNUAL MTNG OF CITY ENG	101.43.5000.441.50080	300.00
UNITED WAY	INV0008036	03/23/2012	UNITED WAY	101.203.2031300	160.00
UNIVERSITY NATIONAL BANK	INV0008021	03/23/2012	STEVE HER FILE #62-CV-07-3401	101.203.2031900	391.94
US BANK	3/27/12 WIRE TRANSFER	03/27/2012	WIRE TRANSFER FROM BREMER 3/27/12	101.42.4000.421.70530	6,379.17
VANDERHEYDEN LAW OFFICE, P.A.	INV0007983	03/23/2012	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	358.12
VERSA-LOK	2480880	04/04/2012	JEFF	101.43.5200.443.60016	429.64
VIKING INDUSTRIAL CENTER	291693	03/28/2012	parks	101.44.6000.451.60045	274.97
VIKING INDUSTRIAL CENTER	292063	03/28/2012	parks	101.44.6000.451.60045	46.05
WAL-MART - IGH	26166	04/04/2012	P927300EY010PE1M3	101.42.4000.421.60040	73.92
XCEL ENERGY	317507304	04/04/2012	5151854463	101.42.4000.421.40042	41.29
XCEL ENERGY	316811700	03/28/2012	5164351291	101.43.5400.445.40020	115.70
XCEL ENERGY	319046855	04/04/2012	51-6025596-7	101.43.5400.445.40020	99.19
XCEL ENERGY	319086769	04/04/2012	51-8394358-2	101.43.5400.445.40020	94.97
XCEL ENERGY	319097014	04/04/2012	61-9359857-3	101.43.5400.445.40020	1,202.03
XCEL ENERGY	319230552	04/04/2012	51-7094669-1	101.43.5400.445.40020	70.37
XCEL ENERGY	317328653	03/28/2012	MISC INVOICES	101.44.6000.451.40010	583.01
XCEL ENERGY	317328653	03/28/2012	MISC INVOICES	101.44.6000.451.40020	1,136.05
YUCKOS INC	10534	03/28/2012	MARK	101.44.6000.451.60011	1,294.00

Fund: 101 - GENERAL FUND

467,293.90

APPLEBEE'S	32312	04/04/2012	GS - APPLEBEES GIFT CARDS	201.44.1600.465.50025	250.00
B 52 BURGERS	120323	04/04/2012	GSP B52 GIFT CARDS	201.44.1600.465.50025	250.00
ENSEMBLE CREATIVE & MARKETING	IGH03192012	04/04/2012	CONVENTION & VISITORS BUREAU CAMP	201.44.1600.465.50025	1,665.00
OLD WORLD PIZZA	230312	04/04/2012	GSP OLD WORLD PZZA GC	201.44.1600.465.50025	250.00

Fund: 201 - C.V.B. FUND

2,415.00

ADMINISTRATIVE EXCELLENCE, INC	32212	03/28/2012	SERVICE EXCELLENCE	204.44.6100.452.50080	400.00
BEE ELITE GYMNASTICS	042111	03/28/2012	NON-SCHOOL DAY IN GYM ROOM	204.44.6100.452.30700	95.00
GL SPORTS (GLS)	94503474	03/28/2012	3947301	204.44.6100.452.60009	50.00
GL SPORTS (GLS)	94503474	03/28/2012	3947301	204.44.6100.452.60009	47.64
GL SPORTS (GLS)	94503474	03/28/2012	3947301	204.44.6100.452.60009	100.00
MAYER ARTS INC	INV0008113	03/26/2012	Dance Class	204.44.6100.452.30700	504.00
MN BOYS SCHOLASTIC LACROSSE ASSOC	NICK THOMPSON	03/28/2012	TREASURER	204.44.6100.452.30700	630.00
MN BOYS SCHOLASTIC LACROSSE ASSOC	NICK THOMPSON	03/28/2012	TREASURER	204.44.6100.452.50070	200.00
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	204.44.6100.452.20620	76.20
SPRINT	302193319124	03/28/2012	302193319	204.44.6100.452.50020	90.93
TAHO SPORTSWEAR	12TAD434	03/28/2012	JH	204.44.6100.452.60045	85.68

Fund: 204 - RECREATION FUND

2,279.45

ACE PAINT & HARDWARE	5108625	03/28/2012	501126	205.44.6200.453.60016	4.98
ADMINISTRATIVE EXCELLENCE, INC	32212	03/28/2012	SERVICE EXCELLENCE	205.44.6200.453.50080	600.00
BUDGET SIGN AND GRAPHICS	52594	03/28/2012	Logo Design for VMCC	205.44.6200.453.30700	48.09
BUILDING MATERIAL SUPPLY, INC.	30460	04/04/2012	ERIC C	205.44.6200.453.40040	1,432.50
BUILDING MATERIAL SUPPLY, INC.	30475	04/04/2012	ERIC C	205.44.6200.453.40040	218.57
COCA COLA BOTTLING COMPANY	0198505821	03/28/2012	01985058211	205.44.6200.453.76100	143.30
COMCAST	8772105910127188	03/28/2012	Due 4/6/12	205.44.6200.453.50070	278.61
GL SPORTS (GLS)	94503474	03/28/2012	3947301	205.44.6200.453.60065	100.00
GRAINGER	9777931065	03/28/2012	Wade Carlson	205.44.6200.453.60011	53.92
GRAINGER	9776082670	03/28/2012	216016	205.44.6200.453.60016	24.87
GRAINGER	9781116166	03/28/2012	6191205935	205.44.6200.453.60016	79.96
GRAINGER	9782505920	03/28/2012	6191382200	205.44.6200.453.60040	33.88
GRAINGER	9782505920	03/28/2012	6191382200	205.44.6200.453.60040	245.97
HILLYARD INC	600151995	03/28/2012	11801078	205.44.6200.453.60011	165.36
HILLYARD INC	600151995	03/28/2012	11801078	205.44.6200.453.60011	165.36
HILLYARD INC	600155671	03/28/2012	21178776	205.44.6200.453.60011	395.50
HILLYARD INC	600155671	03/28/2012	21178776	205.44.6200.453.60011	395.50
HILLYARD INC	800018260	03/28/2012	32090004	205.44.6200.453.60011	(84.96)
HILLYARD INC	800018260	03/28/2012	32090004	205.44.6200.453.60011	(84.97)
HUEBSCH SERVICES	2857130	03/28/2012	Eric Carson	205.44.6200.453.40040	106.11
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	205.44.6200.453.20620	12.58
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	205.44.6200.453.20620	26.62
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	205.44.6200.453.20620	12.58
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	205.44.6200.453.20620	26.37
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	205.44.6200.453.20620	26.36
MONEY MAILER OF THE TWIN CITIES	6523	03/28/2012	Samples	205.44.6200.453.50025	400.00
PIRTEK MIDWAY	s1600005001	03/28/2012	4236	205.44.6200.453.60016	32.73
RECREONICS	590327	03/28/2012	44358	205.44.6200.453.60040	143.97

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
SPORT SYSTEMS UNLIMITED CORP	0034902-IN	03/28/2012	0021304	205.44.6200.453.60040	1,174.09
SPRINT	573073317124	03/28/2012	573073317	205.44.6200.453.50020	21.74
SPRINT	573073317124	03/28/2012	573073317	205.44.6200.453.50020	75.98
SPRINT	573073317124	03/28/2012	573073317	205.44.6200.453.50020	151.90
SPRINT	573073317124	03/28/2012	573073317	205.44.6200.453.50020	75.98
STERICYCLE INC	4003245444	03/28/2012	2003272	205.44.6200.453.40025	474.45
Fund: 205 - COMMUNITY CENTER					6,977.90
BRAUN INTERTEC CORPORATION	347391	03/28/2012	109213	402.44.6000.451.30700	1,036.50
BRAUN INTERTEC CORPORATION	348242	03/28/2012	109213	402.44.6000.451.30700	254.00
Fund: 402 - PARK ACQ. & DEV. FUND					1,290.50
DAKOTA CTY FINANCIAL SVCS	00000926	03/22/2012	CUSTOMER P00001753 CP 56-07	429.72.5900.729.80300	179,406.38
Fund: 429 - 2009 IMPROVEMENT FUND					179,406.38
GARTZKE CONSTRUCTION INC	9909	03/22/2012	3/12/12	431.73.5900.731.30700	467.50
MPCA	7700004120	03/28/2012	VP11790	431.73.5900.731.30700	1,687.50
MPCA	7700004235	03/28/2012	VP11790	431.73.5900.731.30700	1,125.00
SKB ENVIRONMENTAL INC	73316	03/28/2012	580	431.73.5900.731.70600	290.96
Fund: 431 - 2011 IMPROVEMENT FUND					3,570.96
DAKOTA CTY RECORDER	GERTENS	03/22/2012	GERTENS SITE	440.74.5900.740.30420	92.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					92.00
BRAUN INTERTEC CORPORATION	347758	03/28/2012	109213	451.75.5900.751.30700	315.00
Fund: 451 - HOST COMMUNITY FUND					315.00
ACE PAINT & HARDWARE	510709	04/04/2012	501126	501.50.7100.512.60016	5.56
GRAINGER	9784696263	03/28/2012	6191638238	501.50.7100.512.60016	49.68
GRAINGER	9784696255	03/28/2012	6191597843	501.50.7100.512.60022	47.97
HD SUPPLY WATERWORKS LTD	4562764	04/04/2012	099872	501.50.7100.512.75500	5,486.32
HOME DEPOT	Multi Inv 2/22 - 3/09	03/28/2012	6035322502691268	501.50.7100.512.60016	297.78
LAKELAND ENGINEERING EQUIPMENT CO.	1224681201	04/04/2012	JIMS	501.50.7100.512.60016	535.84
LUBRICATION TECHNOLOGIES INC	2022931	04/04/2012	1719291	501.50.7100.512.60022	858.41
M & J SERVICES, LLC	1500	04/04/2012	LABOR	501.50.7100.512.40046	755.00
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	501.50.7100.512.20620	57.42
SEELYE PLASTICS INC	0080281	04/04/2012	487452	501.50.7100.512.60016	70.92
Fund: 501 - WATER UTILITY FUND					8,164.90
ELECTRIC PUMP INC	0046883	04/04/2012	0161174	502.51.7200.514.40043	45.62
GRAINGER	9788434281	04/04/2012	JIM SWEENEY	502.51.7200.514.60016	110.04
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	502.51.7200.514.20620	36.98
Fund: 502 - SEWER UTILITY FUND					192.64
ACCOLADE USA INC.	123474-51	03/28/2012	ORDER 113655	503.52.8200.523.76200	1,068.77
ACE PAINT & HARDWARE	5109365	04/04/2012	501126	503.52.8500.526.60065	11.21
ACE PAINT & HARDWARE	510840/55	03/28/2012	501126	503.52.8600.527.60012	27.20
ARCTIC GLACIER, INC.	387207512	03/28/2012	17312 Mike	503.52.8300.524.60065	139.00
BROADCAST MUSIC INC	KSTP AM	03/28/2012	Mike Possin	503.52.8500.526.50025	5,700.00
COLLEGE CITY BEVERAGE	292082	03/28/2012	0150510315007	503.52.8300.524.76100	609.10
COLLEGE CITY BEVERAGE	275288	12/07/2011	12/1/11	503.52.8300.524.76150	(270.55)
DEX MEDIA EAST	33012	04/04/2012	110360619	503.52.8500.526.50025	102.95
DRAFT TECHNOLOGIES	0316126J	03/28/2012	Cleaning of 4 faucets	503.52.8300.524.40042	40.00
FOOTJOY	4189206	03/28/2012	14897757700	503.52.8200.523.76200	99.85
G & K SERVICES	1182603689	03/28/2012	213783	503.52.8600.527.60045	137.59
G & K SERVICES	1182625	03/28/2012	213783	503.52.8600.527.60045	137.59
G & K SERVICES	1182647603	03/28/2012	17194	503.52.8600.527.60045	128.90
G & K SERVICES	1182658620	03/28/2012	17194	503.52.8600.527.60045	131.37
GARELICK STEEL CO., INC.	227432	04/04/2012	81921	503.52.8600.527.40042	215.67
GRANDMA'S BAKERY	217076	03/28/2012	donuts	503.52.8300.524.76050	33.56
GRANDMA'S BAKERY	218761	04/04/2012	32212	503.52.8300.524.76050	24.90
GRANDMA'S BAKERY	219360	04/04/2012	32412	503.52.8300.524.76050	41.46
GRANDMA'S BAKERY	219874	04/04/2012	50352830052476050	503.52.8300.524.76050	24.92
GRANDMA'S BAKERY	220149	04/04/2012	32712	503.52.8300.524.76050	25.04
GRANDMA'S BAKERY	I219610	04/04/2012	32512	503.52.8300.524.76050	36.48
HEGGIES PIZZA	1040745	04/04/2012	1708	503.52.8300.524.76050	166.60
INTEGRA TELECOM	9459680	04/04/2012	880422	503.52.8500.526.50020	37.06
M. AMUNDSON LLP	127644	03/28/2012	CUSTOMER 902858	503.52.8300.524.76050	666.57
MENARDS - WEST ST. PAUL	91145	04/04/2012	30170265	503.52.8600.527.60020	96.64
MN GOLF ASSOCIATION, INC.	147	03/28/2012	2012 MEMBER DUES	503.52.8500.526.50070	270.00
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	503.52.8000.521.20620	11.29
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	503.52.8500.526.20620	17.02
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	503.52.8600.527.20620	44.97
MONTEREY CLUB/AM PLAYER	426025	04/04/2012	404469	503.52.8200.523.76200	122.44
NATIONAL AUTOMATIC SPRINKLER CO.	27298	04/04/2012	10460	503.52.8500.526.40040	416.00
PING	11135085	03/28/2012	Golf Supplies	503.52.8200.523.76200	320.00

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
PING	11135085	03/28/2012	Golf Supplies	503.52.8200.523.76250	362.00
PING	11135086	03/28/2012	Supplies	503.52.8200.523.76250	542.93
PING	11135085	03/28/2012	Golf Supplies	503.52.8200.523.76350	557.32
PRECISION TURF & CHEMICAL INC	37939	04/04/2012	INVE01	503.52.8600.527.60030	3,210.47
PRECISION TURF & CHEMICAL INC	37938	04/04/2012	INVE01	503.52.8600.527.60035	10,278.96
QUALITY LOCKSMITH SERVICE	69305	04/04/2012	SVC CALL	503.52.8100.522.40042	90.00
QUALITY LOCKSMITH SERVICE	33012	04/04/2012	69143	503.52.8500.526.40040	90.36
SPORT HALEY, INC.	204702	04/04/2012	0481871	503.52.8200.523.76200	40.00
SPRINT	33012	04/04/2012	100978019	503.52.8500.526.50020	265.42
SUMMIT FACILITY & KITCHEN SERVICE	65262	03/28/2012	65262	503.52.8300.524.40042	299.83
TAYLOR MADE GOLF COMPANY INC	17382972	03/28/2012	602343	503.52.8200.523.76200	180.82
TAYLOR MADE GOLF COMPANY INC	17382973	03/28/2012	602343	503.52.8200.523.76200	191.18
TAYLOR MADE GOLF COMPANY INC	17404762	03/28/2012	602343	503.52.8200.523.76250	300.58
TITLEIST	0341234	04/04/2012	008363	503.52.8100.522.60060	2,407.43
TITLEIST	2941452	10/03/2011	ACCOUNT 008363 1243 062177 1243 0010	503.52.8200.523.75450	394.28
TITLEIST	0321294	03/28/2012	008363	503.52.8200.523.76200	323.52
TITLEIST	0332389	04/04/2012	008363	503.52.8200.523.76200	1,321.98
TITLEIST	0332384	04/04/2012	008363	503.52.8200.523.76250	179.57
TITLEIST	0324381	04/04/2012	008363	503.52.8200.523.76300	2,774.87
TITLEIST	0343149	04/04/2012	2012	503.52.8200.523.76350	598.86
TITLEIST	6036054	10/03/2011	ACCOUNT 008363 1243 062177 1243 0010	503.52.8200.523.76450	(1,061.00)
TITLEIST	2949767	10/05/2011	ORDER 04-288151-00	503.52.8200.523.76450	437.14
TITLEIST	0319352	03/28/2012	008363	503.52.8200.523.76450	187.05
TITLEIST	0323459	04/04/2012	2012	503.52.8200.523.76450	889.92
TITLEIST	0324380	04/04/2012	008363	503.52.8200.523.76450	2,707.16
TITLEIST	0341106	04/04/2012	2012	503.52.8200.523.76450	1,042.14
US FOODSERVICE	5311539	03/28/2012	ACCOUNT 03805983	503.52.8300.524.60065	577.01
US FOODSERVICE	12/22/11	12/30/2011	CUSTOMER 03805983	503.52.8300.524.76050	(21.14)
US FOODSERVICE	5311539	03/28/2012	ACCOUNT 03805983	503.52.8300.524.76050	1,086.39
US FOODSERVICE	5434535	04/04/2012	03805983	503.52.8300.524.76050	253.09
US FOODSERVICE	5311539	03/28/2012	ACCOUNT 03805983	503.52.8300.524.76100	133.43
WELLS FARGO BANK NA	3/29/12 ACH	03/29/2012	ESCROW FOR DEFESENCE OF DEBT 3/29/1	503.00.0000.3610000	(1,449.47)
WELLS FARGO BANK NA	ACH MARCH 29 2012	03/29/2012	ESCROW FOR DEFESENCE OF DEBT 3/28/1	503.222.2250000	395,000.00
WELLS FARGO BANK NA	ACH MARCH 29 2012	03/29/2012	ESCROW FOR DEFESENCE OF DEBT 3/28/1	503.231.2310000	840,000.00
WELLS FARGO BANK NA	ACH MARCH 29 2012	03/29/2012	ESCROW FOR DEFESENCE OF DEBT 3/28/1	503.57.9000.570.90200	57,052.50
WELLS FARGO BANK NA	ACH MARCH 29 2012	03/29/2012	ESCROW FOR DEFESENCE OF DEBT 3/28/1	503.57.9000.570.90300	500.00
WELLS FARGO FINANCIAL LEASING	8055054888	03/21/2012	GOLF & TURF EQUIP	503.52.8400.523.70300	29,511.22
XCEL ENERGY	319211454	04/04/2012	5158775110	503.52.8600.527.40020	10.19

Fund: 503 - INVER WOOD GOLF COURSE

1,361,899.61

LEAGUE OF MN CITIES INS TRUST	11771	04/04/2012	C0011771	602.00.2100.415.70200	2,590.00
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	602.00.2100.415.20620	2.17

Fund: 602 - RISK MANAGEMENT

2,592.17

ACE PAINT & HARDWARE	5109425	04/04/2012	51126	603.00.5300.444.60012	27.29
ACE PAINT & HARDWARE	510982	04/04/2012	501126	603.00.5300.444.60012	4.28
ALTERNATORS STARTERS & PARTS INC	A26660	04/04/2012	ASTR-NM PLGR	603.00.5300.444.40041	194.10
ARAMARK UNIFORM SERVICES	6297457709	03/28/2012	7940	603.00.5300.444.40065	60.78
ARAMARK UNIFORM SERVICES	629-7462717	04/04/2012	15353001	603.00.5300.444.40065	60.78
ARAMARK UNIFORM SERVICES	6297457709	03/28/2012	7940	603.00.5300.444.60045	31.57
ARAMARK UNIFORM SERVICES	629-7462717	04/04/2012	15353001	603.00.5300.444.60045	21.03
BOYER TRUCKS - PARTS DISTRIBUTION	608815X1	04/04/2012	RICK	603.00.5300.444.40041	199.55
BOYER TRUCKS - PARTS DISTRIBUTION	617992	04/04/2012	617992	603.00.5300.444.40041	430.13
CARQUEST AUTO PARTS STORES	1596172500	03/28/2012	614420	603.00.5300.444.40041	102.19
CARQUEST AUTO PARTS STORES	1596172681	03/28/2012	614420	603.00.5300.444.40041	159.48
CARQUEST AUTO PARTS STORES	1596-172674	04/04/2012	614420	603.00.5300.444.40041	176.02
CARQUEST AUTO PARTS STORES	159-172895	04/04/2012	614420	603.00.5300.444.40041	(53.26)
CARQUEST AUTO PARTS STORES	1596-17069	04/04/2012	614420	603.00.5300.444.40041	149.09
CARQUEST AUTO PARTS STORES	1596-173067	04/04/2012	614420	603.00.5300.444.40041	108.70
CARQUEST AUTO PARTS STORES	159-173181	04/04/2012	614420	603.00.5300.444.40041	(38.48)
CARQUEST AUTO PARTS STORES	1596-173123	04/04/2012	614420	603.00.5300.444.40041	203.20
CARQUEST AUTO PARTS STORES	1596+173303	04/04/2012	614420	603.00.5300.444.40041	3.78
CARQUEST AUTO PARTS STORES	1596172911	04/04/2012	614420	603.00.5300.444.40041	29.01
CARQUEST AUTO PARTS STORES	1596173013	04/04/2012	614420	603.00.5300.444.40041	56.50
CARQUEST AUTO PARTS STORES	1596172668	04/04/2012	614420	603.00.5300.444.40041	196.37
CARQUEST AUTO PARTS STORES	1596171481	04/04/2012	614420	603.00.5300.444.60012	10.97
CARQUEST AUTO PARTS STORES	1596171624	04/04/2012	614420	603.00.5300.444.60012	53.97
CARQUEST AUTO PARTS STORES	1596+173120	04/04/2012	614420	603.00.5300.444.60012	17.08
CARQUEST AUTO PARTS STORES	1596172697	03/28/2012	614420	603.00.5300.444.60040	6.58
CARQUEST AUTO PARTS STORES	1596172699	04/04/2012	614420	603.00.5300.444.60040	6.58
CARQUEST AUTO PARTS STORES	1596172523	03/28/2012	614420	603.140.1450050	123.55
CARQUEST AUTO PARTS STORES	1596171470	04/04/2012	614420	603.140.1450050	45.14
CARQUEST AUTO PARTS STORES	1596171539	04/04/2012	6031401450050	603.140.1450050	93.00
CARQUEST AUTO PARTS STORES	1596-173268	04/04/2012	614420	603.140.1450050	6.80

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
CARQUEST AUTO PARTS STORES	1596172912	04/04/2012	614420	603.140.1450050	29.01
CATCO PARTS SERVICE	9054949	04/04/2012	136090	603.00.5300.444.40041	159.03
CATCO PARTS SERVICE	17-51210	04/04/2012	136090	603.00.5300.444.40041	12.06
CLAREY'S SAFETY EQUIPMENT	142738	03/28/2012	97178	603.00.5300.444.40041	48.80
DEALER AUTOMOTIVE SERVICES,INC	4-135334	04/04/2012	46612	603.00.5300.444.40041	315.77
DON PIEHL	348360	04/04/2012	ADAPTER	603.00.5300.444.60040	267.43
DOWNTOWNER DETAIL CENTER	00002-003435	03/28/2012	12031900003435	603.00.5300.444.40041	107.61
EMERGENCY AUTOMOTIVE TECHNOLOGIES	RP032112-3	04/04/2012	IGH CITY	603.00.5300.444.40041	11.06
FACTORY MOTOR PARTS COMPANY	13857571	03/28/2012	10799	603.00.5300.444.40041	93.17
FORCE AMERICA, INC.	01382138	04/04/2012	130065	603.140.1450050	58.22
HILLYARD INC	600138777	04/04/2012	285036	603.00.5300.444.60011	1,259.56
HILLYARD INC	600169151	04/04/2012	285036	603.00.5300.444.60011	390.63
HOSE / CONVEYORS INC	00026212	04/04/2012	CIT300	603.00.5300.444.40041	22.48
INVER GROVE FORD	5082807	04/04/2012	SENSOR ASY	603.00.5300.444.40041	24.13
LANO EQUIPMENT, INC.	240286	04/04/2012	RICK	603.00.5300.444.40041	259.57
LITTLE FALLS MACHINE INC	00048845	04/04/2012	00010916	603.00.5300.444.40041	2,652.43
M & J SERVICES, LLC	140	04/04/2012	LABOR	603.00.5300.444.40040	5,600.00
M & J SERVICES, LLC	147	04/04/2012	LABOR	603.00.5300.444.40040	1,450.00
M & J SERVICES, LLC	1491	04/04/2012	CONCRETE REPAIR	603.00.5300.444.40040	585.00
M & J SERVICES, LLC	179	04/04/2012	R&R CONCRETE	603.00.5300.444.40040	5,600.00
MACQUEEN EQUIPMENT INC	2121960	04/04/2012	#1066223	603.00.5300.444.40041	820.61
MN DEPT OF REVENUE	FEBRUARY 2012	03/23/2012	FEBRUARY 2012 PETROLEUM TAX PAYMEI	603.00.5300.444.60021	322.28
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	603.00.5300.444.20620	21.10
MN LOCKS	101048341	04/04/2012	BARRY	603.00.5300.444.40040	15.69
MOTOR INFORMATION SYSTEMS	33012	04/04/2012	6514502557	603.00.5300.444.40042	1,500.00
NEXTEL COMMUNICATIONS	249383315124	04/04/2012	470882463	603.00.5300.444.50020	86.81
OXYGEN SERVICE COMPANY, INC	07573981	04/04/2012	04393	603.00.5300.444.60040	158.54
POMP'S TIRE SERVICE, INC.	205176	04/04/2012	4502557	603.00.5300.444.40041	447.04
PUMP AND METER SERVICE INC	1700617884SO	04/04/2012	AIR CYLINDER	603.00.5300.444.40040	95.01
SWEEPER SERVICES	12026	04/04/2012	RICK JACKSON	603.00.5300.444.40041	829.03
TITAN MACHINERY	9C04882	04/04/2012	RICK	603.00.5300.444.40041	292.88
TOTAL CONSTRUCTION & EQUIP.	53466	04/04/2012	CIT001	603.00.5300.444.40040	1,237.05
TOTAL CONSTRUCTION & EQUIP.	53470	04/04/2012	CIT001	603.00.5300.444.40040	774.94
TOTAL CONSTRUCTION & EQUIP.	53472	04/04/2012	CIT001	603.00.5300.444.40040	136.91
TOTAL CONSTRUCTION & EQUIP.	53507	04/04/2012	CIT001	603.00.5300.444.40040	593.26
TOTAL TOOL	018450460	04/04/2012	01384595	603.00.5300.444.60012	371.25
TOTAL TOOL	01845046	04/04/2012	01384595	603.00.5300.444.60012	371.25
TRACTOR SUPPLY CREDIT PLAN	64950	04/04/2012	00303971	603.00.5300.444.40040	302.06
TRACTOR SUPPLY CREDIT PLAN	64973	04/04/2012	00303971	603.00.5300.444.40041	104.88
TRACTOR SUPPLY CREDIT PLAN	026546	04/04/2012	311	603.00.5300.444.60012	64.23
TRUCK UTILITIES, INC.	0236461	04/04/2012	0243494	603.00.5300.444.40041	13,647.94
WESTERN PETROLEUM COMPANY	43762941801	04/04/2012	112741	603.140.1450050	1,630.75
YOCUM OIL COMPANY, INC.	475700	04/04/2012	475700	603.140.1450060	11,967.20
YOCUM OIL COMPANY, INC.	475944	04/04/2012	502860	603.140.1450060	5,814.18
YOCUM OIL COMPANY, INC.	478327	04/04/2012	PO #11482	603.140.1450060	3,433.45
YOCUM OIL COMPANY, INC.	479645	04/04/2012	502860	603.140.1450060	11,967.20
ZARNOTH BRUSH WORKS	0137911	04/04/2012	0021282	603.140.1450050	1,504.27
Fund: 603 - CENTRAL EQUIPMENT					79,941.55
FLUID INTERIORS LLC	21269	04/04/2012	351.025	605.00.7500.460.30700	1,185.78
HILLYARD INC	600164279	04/04/2012	ISA-03/19/2012	605.00.7500.460.60011	295.93
HILLYARD INC	600167424	04/04/2012	ISA-03/21/2012	605.00.7500.460.60011	78.12
HILLYARD INC	600137914	04/04/2012	285036	605.00.7500.460.60040	12,306.66
HILLYARD INC	600138316	04/04/2012	285036	605.00.7500.460.60040	16,885.20
HILLYARD INC	600169147	04/04/2012	85129898	605.00.7500.460.60040	390.63
HUEBSCH SERVICES	2863723	04/04/2012	100075	605.00.7500.460.40065	75.03
INTEGRA TELECOM	880428	03/28/2012	PAST DUE ACCNT	605.00.7500.460.50020	58.05
INTEGRA TELECOM	645862	04/04/2012	645862	605.00.7500.460.50020	842.36
INTEGRA TELECOM	880414	04/04/2012	880414	605.00.7500.460.50020	76.60
INTEGRA TELECOM	9451081	04/04/2012	645866	605.00.7500.460.50020	470.76
INTEGRA TELECOM	9452446	04/04/2012	880411	605.00.7500.460.50020	221.11
LONE OAK COMPANIES	32812	03/28/2012	UTILITY BILLS	605.00.7500.460.50035	1,420.40
LONE OAK COMPANIES	4/3/12 REMINDER NOTICE P	04/03/2012	POSTAGE FOR REMINDER NOTICES 4/3/12	605.00.7500.460.50035	254.40
LOW VOLTAGE CONTRACTORS	SOI.027519	04/04/2012	SVO.047074	605.00.7500.460.30700	268.21
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	605.00.7500.460.20620	8.51
Fund: 605 - CITY FACILITIES					34,837.75
ADVANCED TECHNOLOGY SYSTEMS, INC.	64827	04/04/2012	EMAIL=DIANE	606.00.1400.413.60010	526.04
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	606.00.1400.413.20620	11.29
NDC4	32712	04/04/2012	2011 WEB STEAMING EXP	606.00.1400.413.30700	6,578.90
TYLER TECHNOLOGIES, INC	025-15500	12/31/2011	CUSTOMER 41443 RELATIONSHIP SUITE	606.00.1400.413.80620	(4,114.69)
TYLER TECHNOLOGIES, INC	02539478	03/28/2012	DOC MANGMNT SUITE	606.00.1400.413.80620	(5,236.88)
Fund: 606 - TECHNOLOGY FUND					(2,235.34)

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
DAKOTA CTY ATTORNEY	3/21/12	03/28/2012	CASE #11-2985	702.229.2291000	178.50
DAKOTA CTY PARKS DEPT	3/22/12 ESCROW BALANCE	03/22/2012	ATTN: BRUCE BLAIR ESCROW BALANCE RE	702.229.2287801	250.00
DAKOTA CTY RECORDER	GERTENS	03/22/2012	GERTENS SITE	702.229.2292800	506.00
DAKOTA CTY RECORDER	GERTENS	03/22/2012	GERTENS SITE	702.229.2309700	276.00
M & D - KURT CALVERY	3/22/12	03/22/2012	.36 DIFFERENCE	702.229.2294300	0.36
Fund: 702 - ESCROW FUND					1,210.86
MN LIFE INSURANCE CO	APRIL 2012	03/28/2012	POLICY #0027324	703.43.5500.446.20620	2.36
Fund: 703 - LANDFILL ABATEMENT					2.36
Grand Total					2,150,247.59

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Appointment of Alternate to the Gun Club Lake Watershed Management Organization Board

Meeting Date: April 9, 2012
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider appointment of alternate to the Gun Club Lake Watershed Management Organization (GCLWMO) Board.

SUMMARY

The City Council must appoint an alternate to the GCLWMO Board of Managers following the resignation of Mr. Allan Cederberg. The City advertised the vacancy in the Southwest Review and received no applications. Councilmember Klein currently serves as the City's alternate to the Lower Mississippi River WMO Board, and has done so for many years. Staff approached him concerning this GCLWMO Board alternate vacancy and he said he would accept the appointment.

Staff requests that the Council appoint Councilmember Klein to serve a three-year term as the City's alternate on the GCLWMO Board of Managers.

SDT/kf

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request from Xcel Energy to Sign a Waiver of the Termination Clause on Existing Street Lighting Contracts

Meeting Date: April 9, 2012
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SST*

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

PURPOSE/ACTION REQUESTED

Consider request from Xcel Energy to sign a waiver of the termination clause on existing street lighting contracts.

SUMMARY

In December 2011, the Minnesota Public Utilities Commission (MPUC) approved a language change to Xcel Energy's street lighting tariff. The change allows Xcel to provide street lighting service to its customers without separate contracts. The necessary information is now included in the tariff language.

The only language change that affects the City deals with outages from non-metered street lights. This old version required Xcel to restore service within 72 hours of notice from the customer. The new language gives Xcel two business days from the time they receive notice.

The fees for monthly operation and maintenance of street lights do not change with the termination of the individual contracts. The fees are now listed in the tariff document. The process for Xcel to change fees does not change. Xcel must request, and receive, approval from the MPUC to change its fees.

If the City does not sign the requested contract termination document, the changes will automatically take effect at the end of the current five-year contract period (October 31, 2014). Xcel has requested its customers to sign the document so it could convert its maintenance response to follow the new guidelines in the tariff now, as opposed to tracking when each of the existing contracts expires to make the change.

I recommend that the Mayor sign the document on behalf of the City.

SDT/kf

Attachment: Waiver Form



825 Rice Street
St. Paul, MN 55117

Bob Schommer
Manager, Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

In re: Termination of street lighting contracts.

Dear Mr. Schommer:

Based upon the Xcel Energy street lighting tariff language approved by the Minnesota Public Utilities Commission on December 9, 2011 in Docket No. E002/M-11-820, I hereby agree to waive the termination clause of any existing street lighting contract on behalf of the City designated below to allow the contract to terminate as of February 29, 2012.

I represent that I have the full legal power, authority and right to provide the waiver on behalf of the City designated below.

Customer City Name: _____

By: _____

Title: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way

Meeting Date: April 9, 2012
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TSK

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

PURPOSE/ACTION REQUESTED

The City Council will consider an agreement with Xcel Energy to do sod replacement and seeding of areas disturbed by Xcel Energy on City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way.

SUMMARY

As part of City Project No. 2010-41, the City will be restoring the boulevards on the streets affected by the project. The City’s contract requires the Contractor to place sod by September 10, 2012 to allow for 30 days of growth before cool weather occurs in late October.

Xcel Energy will be affected by the City’s reconstruction project and Xcel has been coordinating efforts to restore and/or replace existing gas and electric systems and services on the street reconstruction project. Their work occurs on City right-of-way and adjacent easements. Xcel Energy is responsible to restore the areas they disturb.

In 2009, City staff worked closely with Xcel to coordinate the boulevard restoration. An agreement was negotiated in 2010 in which the City conducted all boulevard restoration by sod and/or seeding. This coordination effort resulted in uniform standards being used on the boulevard restoration. This greatly reduced the number of calls the City and Xcel received in 2010 and 2011 related to boulevard restoration. Xcel reimbursed the City for the boulevard restoration at the City’s unit prices.

Attached is the 2012 agreement between the City and Xcel to continue this boulevard restoration for City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way. This will allow the City’s contractor to do all the boulevard restoration on a timely basis this fall. Xcel and City staff will measure the areas disturbed by Xcel and an invoice will be sent to Xcel for the select topsoil and sod/seed per the agreement. This will continue in the future on all major reconstruction projects.

It is recommended that the City Council adopt the resolution approving the agreement for sod replacement and seeding on City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way.

Attachments: Resolution
 Agreement

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

**RESOLUTION APPROVING SOD REPLACEMENT AND SEEDING AGREEMENT WITH NSP/XCEL
ENERGY FOR CITY PROJECT NO. 2010-41 – T.H. 3 TURN LANES AT AUTUMN WAY**

RESOLUTION NO. _____

WHEREAS, during the 2012 construction season, the City will be constructing City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way. In order to construct the Project, street boulevards will be disturbed by the City's construction activities and by utility company relocations within the boulevard.

WHEREAS, the City and NSP/Xcel Energy desire to work together to restore the disturbed boulevards for City Project No. 2010-41 in an effort to provide uniform, cost-effective boulevard restoration; and

WHEREAS, the attached Sod Replacement and Seeding Agreement is a contractual mechanism for the City and NSP/Xcel Energy to coordinate their single project boulevard restoration efforts and equitably allocate seeding and sod replacement costs between the parties.

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

1. The City Council approves the attached Sod Replacement and Seeding Agreement for City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way.
2. The Mayor and Deputy Clerk are authorized to execute the attached Sod Replacement and Seeding Agreement for City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way.

Adopted by the City Council of the City of Inver Grove Heights this 9th day of April 2012.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**SOD REPLACEMENT AND SEEDING AGREEMENT
BETWEEN CITY OF INVER GROVE HEIGHTS AND
NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY
FOR CITY PROJECT NO. 2010-41 – TRUNK HIGHWAY 3
TURN LANES AT AUTUMN WAY**

THIS SOD REPLACEMENT AND SEEDING AGREEMENT (Agreement) is made, entered into and effective this 26th day of March, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (Xcel Energy). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

Section 1.2 Agreement. “Agreement” means this Sod Replacement and Seeding Agreement.

Section 1.3 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

Section 1.4 Construction Contract. “Construction Contract” means the City of Inver Grove Heights contract with the City’s general contractor for the Project improvements including any Construction Contract amendments and/or Construction Contract change orders.

Section 1.5 Project. “Project” means City of Inver Grove Heights Project No. 2010-41 – Trunk Highway 3 Turn Lanes at Autumn Way.

Section 1.6 Seeding. “Seeding” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, seed, Terraseed, Flexterra, fertilizer, mulch, stabilization blankets, soil tackifier, and/or hydraulic mix. The material specifications, construction means and methods, maintenance requirements, watering and warranty provisions are more specifically described in the Construction Contract.

Section 1.7 Sod Replacement. “Sod Replacement” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, fertilizer, and the placement or replacement of sod. The material specifications, construction means and methods, maintenance requirements, watering and warranty are more specifically described in the Construction Contract.

Section 1.8 Utility Company. “Utility Company” means Xcel Energy.

ARTICLE 2
RECITALS

Recital No. 1. The purpose of this Agreement is to define the rights and obligations of the parties in connection with the City’s agreement to include Sod Replacement and Seeding specifications within the City’s Construction Contract that provides for Sod Replacement and/or Seeding over areas disturbed during the Utility Company’s location or relocation of its utilities provided that the Utility Company reimburses the City for its proportionate share of Construction Contract costs for Sod Replacement and/or Seeding of areas disturbed during the Utility Company’s location or relocation of its utilities.

Recital No. 2. The City customarily requires its construction contractor to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following construction of City public improvements.

Recital No. 3. Utility companies customarily require their utility location or relocation contractors to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following the relocation of their utilities.

Recital No. 4. The City’s sod replacement/seeding and utility companies sod replacement/seeding are often performed pursuant to different contract schedules and pursuant to different contract specifications even though the City’s sod replacement/seeding and the utility companies’ sod replacement/seeding may occur adjacent to each other at or near the boulevard of street right-of-way.

Recital No. 5. The City and the Utility Company intend to facilitate cost savings and a higher quality joint sod replacement/seeding effort with this Agreement.

ARTICLE 3
AGREEMENTS RELATING CITY SOD REPLACEMENT AND SEEDING

Section 3.1 Sod Replacement and Seeding. The City agrees to include Sod Replacement and/or Seeding specifications in its Construction Contract to provide for the Sod Replacement and/or Seeding requirements generally shown on the Project plan sheets referenced on Exhibit A. The City agrees to process any Construction Contract amendments and/or change orders provided that the areas disturbed by either the City during the Project construction and/or by the Utility Company during the associated utility location or relocation exceeds or materially changes from the Sod Replacement and Seeding requirements generally shown on the Project plan sheets attached hereto as Exhibit A. The City agrees to pay its Project contractor pursuant to the Construction Contract unit prices for Sod Replacement and/or Seeding, and/or pursuant to any

Construction Contract amendments and/or change orders affecting the Construction Contract unit prices for Sod Replacement and/or Seeding.

Section 3.2 Sod Replacement and Seeding Cost Calculation. The City and Utility Company agree to meet on-site, measure and calculate:

- A. The areas disturbed by the City during the construction of the Project, and
- B. The areas disturbed by the Utility Company during utility location or relocation.

From time to time during construction and upon completion of construction, the parties agree to meet on-site to calculate and/or verify the calculation of their proportionate share of Sod Replacement and/or Seeding Construction Contract costs based on the areas disturbed by City and Utility Company respectively. The Construction Contract costs allocated to the City and allocated to the Utility Company shall use the same Construction Contract unit prices and/or shall be pursuant to Construction Contract amendments and/or Construction Contract change orders. The City may make any and all Construction Contract amendments and/or Construction Contract change orders pursuant to the City's sole discretion, but the City agrees that that the Utility Company shall not be charged higher unit prices than the City pays pursuant to the Construction Contract, pursuant to Construction Contract amendments and/or pursuant to Construction Contract change orders. In the event that the same area is disturbed by the City and by the Utility Company during their respective Project construction and utility location or relocation activities, the City and the Utility Company agree to allocate the Sod Replacement and/or Seeding Construction Contract costs evenly between the City and the Utility Company for said jointly disturbed area(s). If the Utility Company is unable or unavailable to meet on-site to calculate the Utility Company's proportionate share of the Sod Replacement and/or Seeding Construction Contract costs for a Project area or areas, the City agrees, upon request of the Utility Company, to provide the Utility Company with the City's and/or its Project contractor's calculations (and with available Project documents used in the City's and/or the Project contractor's calculations, including any video, photographs or other Project documents memorializing the sod replacement and/or seeding work performed) of Sod Replacement and/or Seeding Construction Contract costs for said Project area or areas.

Section 3.3 Sod Replacement and Seeding Billing of Utility Company by City. The City agrees to bill the Utility Company, on a pass through basis without any administrative markup, for its proportionate share of Sod Replacement and/or Seeding Construction Contract costs calculated pursuant to Article 3, Section 3.2 within 90 days of completion of work by Xcel Energy.

Section 3.4 Sod Replacement and Seeding Warranty. The City agrees that the City will contractually require its Project contractor to warranty the growth of Sod Replacement and/or Seeding for up to one (1) year pursuant to the terms and specification of the City's Construction Contract. The City agrees to use reasonable efforts to enforce the warranty terms and specifications of its Construction Contract. This Agreement, however, shall not impose or require the City to declare a default under the City's Construction Contract. Furthermore, the City shall not be obligated or required to expend pecuniary or other resources to legally pursue a Construction

Contract default, nor will the City be obligated or required by this Agreement to pursue remedies under any contract bond or pursuant to other arbitration or litigation remedies. The City's decision to pursue or not to pursue Construction Contract enforcement remedies shall not negate the Utility Company's agreement to reimburse the City for billed Sod Replacement and/or Seeding Construction Contract costs, nor will the City's decision to pursue or not to pursue Construction Contract enforcement remedies entitle the Utility Company to a refund for any pending or paid Sod Replacement and/or Seeding Construction Contract costs. It is expressly understood by the parties that Utility Company has no responsibility for maintaining or warranting Sod Replacement and/or Seeding. Any refunds or damages paid by Project contractor for Sod Replacement and/or Seeding shall be divided between the parties pursuant to the same proportionate share allocation calculated by City and approved by Utility Company as provided in Section 3.2. City agrees to hold harmless and indemnify Utility Company for all claims arising out of any failure of City's Project contractor to meet the warranty terms and specifications for Sod Replacement and/or Seeding in City's Construction Contract.

Section 3.5 Right-of-Way and Utility Easement Limits. This Agreement shall not obligate or require the City and/or its Project contractor to perform Sod Replacement and/or Seeding within any areas disturbed by the Utility Company outside of public right-of-way, outside of public utility easement areas, and/or outside Utility Company's easement areas.

ARTICLE 4 **AGREEMENTS RELATING TO UTILITY COMPANY'S PAYMENT**

Section 4.1 Obligation of Utility Company to Reimburse City for Sod Replacement and/or Seeding. The Utility Company agrees to pay invoices sent pursuant to Article 3, Section 3.3 within 60 days of the date of the City's billing statement.

ARTICLE 5 **TERMINATION AND SCOPE OF AGREEMENT**

Section 5.1 Termination of this Agreement. Any party may terminate this Agreement without cause upon 60 days notice provided to the other parties pursuant to Article 6, Section 6.1. Utility company's contractual obligation to pay the City for Sod Replacement and/or Seeding already performed upon the utility company's behalf pursuant to this Agreement shall survive termination of this Agreement. The City agrees to direct its Project contractor to terminate Sod Replacement and/or Seeding performed on the Utility Company's behalf pursuant to this Agreement as soon as practical following the City's receipt of an Agreement termination notice from the Utility Company pursuant to this Section 5.1.

Section 5.2 Scope of Agreement. This Agreement is intended to provide a contractual mechanism whereby the City can perform Sod Replacement and/or Seeding on behalf of the Utility Company, and whereby the City can equitably bill and be paid by the Utility Company for Project Construction Contract costs that would have been performed and paid for by the Utility Company.

Section 6.4 Alteration. Any alteration, variation, modification, or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 6.5 Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 6.6 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 6.7 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 6.8 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.9 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 6.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

The balance of this page is intentionally left blank.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

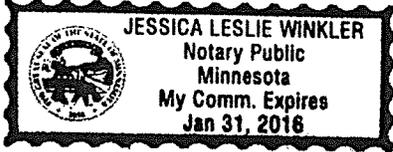
On this 26th day of March, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, 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

NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY

By: [Signature] SEAN D. WALKER

Its: FIELD OPERATIONS UNIT



STATE OF MINNESOTA)
COUNTY OF Ramsey) ss.

On this 3 day of ^{April} ~~March~~, 2012, before me a Notary Public within and for said County, personally appeared Sean Walker and _____, to me personally known, who being by me duly sworn did say that they are respectively the Field Operations Unit and _____ of Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Directors and said Sean Walker and _____ acknowledged said instrument to be the free act and deed of the corporation.

[Signature]
NOTARY PUBLIC

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

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

L:\CLIENTS\810\81000\13000 - Pass Through\MGT Development, Inc. (McGough-Tradition Homes) - 13081\documents\NSP Sod Replacement Agreement for Project 2010-41 (3-6-12).doc

EXHIBIT A

PROJECT DOCUMENTS GENERALLY SHOWING
PROJECT SOD REPLACEMENT AND SEEDING REQUIREMENTS

1. Specification Manual for 2010-41 – Trunk Highway 3 Turn Lanes at Autumn Way (on file with the City).
2. Plans for 2010-41- Trunk Highway 3 Turn Lanes at Autumn Way (on file with the City).

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2011-08 – 66th Street Improvements and City Project No. 2011-21 – 66th Street Parking Lot and Related Trails

Meeting Date: April 9, 2012
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

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

PURPOSE/ACTION REQUESTED

The City Council will consider an agreement with Xcel Energy to do sod replacement and seeding of areas disturbed by Xcel Energy on City Project No. 2011-08 – 66th Street Improvements and City Project No. – 2011-21 66th Street Parking Lot and Related Trails.

SUMMARY

As part of City Projects No. 2011-08 and 2011-21, the City will be restoring the boulevards on the streets affected by the project. The City’s contract requires the Contractor to place sod by September 10, 2012 to allow for 30 days of growth before cool weather occurs in late October.

Xcel Energy will be affected by the City’s reconstruction project and Xcel has been coordinating efforts to restore and/or replace existing gas and electric systems and services on the street reconstruction project. Their work occurs on City right-of-way and adjacent easements. Xcel Energy is responsible to restore the areas they disturb.

In 2009, City staff worked closely with Xcel to coordinate the boulevard restoration. An agreement was negotiated in 2010 in which the City conducted all boulevard restoration by sod and/or seeding. This coordination effort resulted in uniform standards being used on the boulevard restoration. This greatly reduced the number of calls the City and Xcel received in 2010 and 2011 related to boulevard restoration. Xcel reimbursed the City for the boulevard restoration at the City’s unit prices.

Attached is the 2012 agreement between the City and Xcel to continue this boulevard restoration for City Project No. 2011-08 – 66th Street Improvements and City Project No. 2011-21 – 66th Street Parking Lot and Related Trails. This will allow the City’s contractor to do all the boulevard restoration on a timely basis this fall. Xcel and City staff will measure the areas disturbed by Xcel and an invoice will be sent to Xcel for the select topsoil and sod/seed per the agreement. This will continue in the future on all major reconstruction projects.

It is recommended that the City Council adopt the resolution approving the agreement for sod replacement and seeding on City Project No. 2011-08 – 66th Street Improvements and City Project No. 2011-21 – 66th Street Parking Lot and Related Trails.

Attachments: Resolution
 Agreement

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

**RESOLUTION APPROVING SOD REPLACEMENT AND SEEDING AGREEMENT WITH NSP/XCEL
ENERGY FOR CITY PROJECT NO. 2011-08 – 66TH STREET IMPROVEMENTS AND CITY
PROJECT NO. 2011-21 – 66TH STREET PARKING LOT AND RELATED TRAILS**

RESOLUTION NO. _____

WHEREAS, during the 2012 construction season, the City will be constructing City Project No. 2011-08 – 66th Street Improvements and City Project No. 2011-21 – 66th Street Parking Lot and Related Trails. In order to construct the Project, street boulevards will be disturbed by the City's construction activities and by utility company relocations within the boulevard.

WHEREAS, the City and NSP/Xcel Energy desire to work together to restore the disturbed boulevards for City Project No. 2011-08 and City Project No. 2011-21 in an effort to provide uniform, cost-effective boulevard restoration; and

WHEREAS, the attached Sod Replacement and Seeding Agreement is a contractual mechanism for the City and NSP/Xcel Energy to coordinate their single project boulevard restoration efforts and equitably allocate seeding and sod replacement costs between the parties.

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

1. The City Council approves the attached Sod Replacement and Seeding Agreement for City Project No. 2011-08 – 66th Street Improvements and City Project No. 2011-21 – 66th Street Parking Lot and Related Trails.
2. The Mayor and Deputy Clerk are authorized to execute the attached Sod Replacement and Seeding Agreement for City Project No. 2011-08 – 66th Street Improvements and City Project No. 2011-21 – 66th Street Parking Lot and Related Trails.

Adopted by the City Council of the City of Inver Grove Heights this 9th day of April 2012.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**SOD REPLACEMENT AND SEEDING AGREEMENT
BETWEEN CITY OF INVER GROVE HEIGHTS AND
NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY
FOR CITY PROJECT NO. 2011-08 – 66TH STREET IMPROVEMENTS**

THIS SOD REPLACEMENT AND SEEDING AGREEMENT (Agreement) is made, entered into and effective this 26th day of March, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (Xcel Energy). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

Section 1.2 Agreement. “Agreement” means this Sod Replacement and Seeding Agreement.

Section 1.3 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

Section 1.4 Construction Contract. “Construction Contract” means the City of Inver Grove Heights contract with the City’s general contractor for the Project improvements including any Construction Contract amendments and/or Construction Contract change orders.

Section 1.5 Project. “Project” means City of Inver Grove Heights Project No. 2011-08 – 66th Street Improvements.

Section 1.6 Seeding. “Seeding” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, seed, Terraseed, Flexterra, fertilizer, mulch, stabilization blankets, soil tackifier, and/or hydraulic mix. The material specifications, construction means and methods, maintenance requirements, watering and warranty provisions are more specifically described in the Construction Contract.

Section 1.7 Sod Replacement. “Sod Replacement” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, fertilizer, and the placement or replacement of sod. The material specifications, construction means and methods, maintenance requirements, watering and warranty are more specifically described in the Construction Contract.

Section 1.8 Utility Company. “Utility Company” means Xcel Energy.

ARTICLE 2
RECITALS

Recital No. 1. The purpose of this Agreement is to define the rights and obligations of the parties in connection with the City’s agreement to include Sod Replacement and Seeding specifications within the City’s Construction Contract that provides for Sod Replacement and/or Seeding over areas disturbed during the Utility Company’s location or relocation of its utilities provided that the Utility Company reimburses the City for its proportionate share of Construction Contract costs for Sod Replacement and/or Seeding of areas disturbed during the Utility Company’s location or relocation of its utilities.

Recital No. 2. The City customarily requires its construction contractor to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following construction of City public improvements.

Recital No. 3. Utility companies customarily require their utility location or relocation contractors to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following the relocation of their utilities.

Recital No. 4. The City’s sod replacement/seeding and utility companies sod replacement/seeding are often performed pursuant to different contract schedules and pursuant to different contract specifications even though the City’s sod replacement/seeding and the utility companies’ sod replacement/seeding may occur adjacent to each other at or near the boulevard of street right-of-way.

Recital No. 5. The City and the Utility Company intend to facilitate cost savings and a higher quality joint sod replacement/seeding effort with this Agreement.

ARTICLE 3
AGREEMENTS RELATING CITY SOD REPLACEMENT AND SEEDING

Section 3.1 Sod Replacement and Seeding. The City agrees to include Sod Replacement and/or Seeding specifications in its Construction Contract to provide for the Sod Replacement and/or Seeding requirements generally shown on the Project plan sheets attached hereto as Exhibit A. The City agrees to process any Construction Contract amendments and/or change orders provided that the areas disturbed by either the City during the Project construction and/or by the Utility Company during the associated utility location or relocation exceeds or materially changes from the Sod Replacement and Seeding requirements generally shown on the Project plan sheets referenced on Exhibit A. The City agrees to pay its Project contractor pursuant to the Construction Contract unit prices for Sod Replacement and/or Seeding, and/or pursuant to any Construction Contract amendments and/or change orders affecting the Construction Contract unit prices for Sod Replacement and/or Seeding.

Section 3.2 Sod Replacement and Seeding Cost Calculation. The City and Utility Company agree to meet on-site, measure and calculate:

- A. The areas disturbed by the City during the construction of the Project, and
- B. The areas disturbed by the Utility Company during utility location or relocation.

From time to time during construction and upon completion of construction, the parties agree to meet on-site to calculate and/or verify the calculation of their proportionate share of Sod Replacement and/or Seeding Construction Contract costs based on the areas disturbed by City and Utility Company respectively. The Construction Contract costs allocated to the City and allocated to the Utility Company shall use the same Construction Contract unit prices and/or shall be pursuant to Construction Contract amendments and/or Construction Contract change orders. The City may make any and all Construction Contract amendments and/or Construction Contract change orders pursuant to the City's sole discretion, but the City agrees that that the Utility Company shall not be charged higher unit prices than the City pays pursuant to the Construction Contract, pursuant to Construction Contract amendments and/or pursuant to Construction Contract change orders. In the event that the same area is disturbed by the City and by the Utility Company during their respective Project construction and utility location or relocation activities, the City and the Utility Company agree to allocate the Sod Replacement and/or Seeding Construction Contract costs evenly between the City and the Utility Company for said jointly disturbed area(s). If the Utility Company is unable or unavailable to meet on-site to calculate the Utility Company's proportionate share of the Sod Replacement and/or Seeding Construction Contract costs for a Project area or areas, the City agrees, upon request of the Utility Company, to provide the Utility Company with the City's and/or its Project contractor's calculations (and with available Project documents used in the City's and/or the Project contractor's calculations, including any video, photographs or other Project documents memorializing the sod replacement and/or seeding work performed) of Sod Replacement and/or Seeding Construction Contract costs for said Project area or areas.

Section 3.3 Sod Replacement and Seeding Billing of Utility Company by City. The City agrees to bill the Utility Company, on a pass through basis without any administrative markup, for its proportionate share of Sod Replacement and/or Seeding Construction Contract costs calculated pursuant to Article 3, Section 3.2 within 90 days of completion of work by Xcel Energy.

Section 3.4 Sod Replacement and Seeding Warranty. The City agrees that the City will contractually require its Project contractor to warranty the growth of Sod Replacement and/or Seeding for up to one (1) year pursuant to the terms and specification of the City's Construction Contract. The City agrees to use reasonable efforts to enforce the warranty terms and specifications of its Construction Contract. This Agreement, however, shall not impose or require the City to declare a default under the City's Construction Contract. Furthermore, the City shall not be obligated or required to expend pecuniary or other resources to legally pursue a Construction Contract default, nor will the City be obligated or required by this Agreement to pursue remedies under any contract bond or pursuant to other arbitration or litigation remedies. The City's decision

to pursue or not to pursue Construction Contract enforcement remedies shall not negate the Utility Company's agreement to reimburse the City for billed Sod Replacement and/or Seeding Construction Contract costs, nor will the City's decision to pursue or not to pursue Construction Contract enforcement remedies entitle the Utility Company to a refund for any pending or paid Sod Replacement and/or Seeding Construction Contract costs. It is expressly understood by the parties that Utility Company has no responsibility for maintaining or warranting Sod Replacement and/or Seeding. Any refunds or damages paid by Project contractor for Sod Replacement and/or Seeding shall be divided between the parties pursuant to the same proportionate share allocation calculated by City and approved by Utility Company as provided in Section 3.2. City agrees to hold harmless and indemnify Utility Company for all claims arising out of any failure of City's Project contractor to meet the warranty terms and specifications for Sod Replacement and/or Seeding in City's Construction Contract.

Section 3.5 Right-of-Way and Utility Easement Limits. This Agreement shall not obligate or require the City and/or its Project contractor to perform Sod Replacement and/or Seeding within any areas disturbed by the Utility Company outside of public right-of-way, outside of public utility easement areas, and/or outside Utility Company's easement areas.

ARTICLE 4 **AGREEMENTS RELATING TO UTILITY COMPANY'S PAYMENT**

Section 4.1 Obligation of Utility Company to Reimburse City for Sod Replacement and/or Seeding. The Utility Company agrees to pay invoices sent pursuant to Article 3, Section 3.3 within 60 days of the date of the City's billing statement.

ARTICLE 5 **TERMINATION AND SCOPE OF AGREEMENT**

Section 5.1 Termination of this Agreement. Any party may terminate this Agreement without cause upon 60 days notice provided to the other parties pursuant to Article 6, Section 6.1. Utility company's contractual obligation to pay the City for Sod Replacement and/or Seeding already performed upon the utility company's behalf pursuant to this Agreement shall survive termination of this Agreement. The City agrees to direct its Project contractor to terminate Sod Replacement and/or Seeding performed on the Utility Company's behalf pursuant to this Agreement as soon as practical following the City's receipt of an Agreement termination notice from the Utility Company pursuant to this Section 5.1.

Section 5.2 Scope of Agreement. This Agreement is intended to provide a contractual mechanism whereby the City can perform Sod Replacement and/or Seeding on behalf of the Utility Company, and whereby the City can equitably bill and be paid by the Utility Company for Project Construction Contract costs that would have been performed and paid for by the Utility Company.

This Agreement is not intended to constitute a right-of-way permit or right-of-way use approval granted by the City pursuant to the City's right-of-way management ordinances.

Section 6.5 Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 6.6 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 6.7 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 6.8 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.9 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 6.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

The balance of this page is intentionally left blank.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 26th day of March, 2012, 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 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

EXHIBIT A

PROJECT DOCUMENTS GENERALLY SHOWING
PROJECT SOD REPLACEMENT AND SEEDING REQUIREMENTS

1. Specification Manual for 2011-08 – 66th Street Improvements (on file with the City).
2. Plans for 2011-08 – 66th Street Improvements (on file with the City).

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court Street Reconstruction

Meeting Date: April 9, 2012
Item Type: Consent
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SK

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

PURPOSE/ACTION REQUESTED

The City Council will consider an agreement with Xcel Energy to do sod replacement and seeding of areas disturbed by Xcel Energy on City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court Street Reconstruction.

SUMMARY

As part of City Project No. 2012-09D, the City will be restoring the boulevards on the streets affected by the project. The City’s contract requires the Contractor to place sod by September 10, 2011 to allow for 30 days of growth before cool weather occurs in late October.

Xcel Energy will be affected by the City’s reconstruction project and Xcel has been coordinating efforts to restore and/or replace existing gas and electric systems and services on the street reconstruction project. Their work occurs on City right-of-way and adjacent easements. Xcel Energy is responsible to restore the areas they disturb.

In 2009, City staff worked closely with Xcel to coordinate the boulevard restoration. An agreement was negotiated in 2010 in which the City conducted all boulevard restoration by sod and/or seeding. This coordination effort resulted in uniform standards being used on the boulevard restoration. This greatly reduced the number of calls the City and Xcel received in 2011 related to boulevard restoration. Xcel reimbursed the City for the boulevard restoration at the City’s unit prices.

Attached is the 2012 agreement between the City and Xcel to continue this boulevard restoration for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court. This will allow the City’s contractor to do all the boulevard restoration on a timely basis this fall. Xcel and City staff will measure the areas disturbed by Xcel and an invoice will be sent to Xcel for the select topsoil and sod/seed per the agreement. This will continue in the future on all major reconstruction projects.

It is recommended that the City Council adopt the resolution approving the agreement for sod replacement and seeding on City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court Street Reconstruction.

Attachments: Resolution Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING SOD REPLACEMENT AND SEEDING AGREEMENT WITH NSP/XCEL
ENERGY FOR CITY PROJECT NO. 2012-09D – 65TH STREET NEIGHBORHOOD AND CAHILL
COURT STREET RECONSTRUCTION

RESOLUTION NO. _____

WHEREAS, during the 2012 construction season, the City will be constructing City Project No. 2012-09D, 65th Street Neighborhood and Cahill Court Street Reconstruction. In order to construct the Project, street boulevards will be disturbed by the City's construction activities and by utility company relocations within the boulevard.

WHEREAS, the City and NSP/Xcel Energy desire to work together to restore the disturbed boulevards for City Project No. 2012-09D in an effort to provide uniform, cost-effective boulevard restoration; and

WHEREAS, the attached Sod Replacement and Seeding Agreement is a contractual mechanism for the City and NSP/Xcel Energy to coordinate their single project boulevard restoration efforts and equitably allocate seeding and sod replacement costs between the parties.

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

1. The City Council approves the attached Sod Replacement and Seeding Agreement for 2012-09D, 65th Street Neighborhood and Cahill Court Street Reconstruction.
2. The Mayor and Deputy Clerk are authorized to execute the attached Sod Replacement and Seeding Agreement for 2012-09D, 65th Street Neighborhood and Cahill Court Street Reconstruction.

Adopted by the City Council of the City of Inver Grove Heights this 9th day of April 2012.

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

**SOD REPLACEMENT AND SEEDING AGREEMENT
BETWEEN CITY OF INVER GROVE HEIGHTS AND NORTHERN STATES POWER
COMPANY d/b/a XCEL ENERGY FOR CITY PROJECT 2012-09D - URBAN STREET
RECONSTRUCTION PROJECT – 65TH STREET AREA
(BABCOCK TRAIL TO CAHILL AVENUE)**

THIS SOD REPLACEMENT AND SEEDING AGREEMENT (Agreement) is made, entered into and effective this 26th day of March, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (Xcel Energy). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

Section 1.2 Agreement. “Agreement” means this Sod Replacement and Seeding Agreement.

Section 1.3 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

Section 1.4 Construction Contract. “Construction Contract” means the City of Inver Grove Heights contract with the City’s general contractor for the Project improvements including any Construction Contract amendments and/or Construction Contract change orders.

Section 1.5 Project. “Project” means City of Inver Grove Heights Project No. 2012-09D Urban Street Reconstruction Project – 65th Street Area (Babcock Trail to Cahill Avenue).

Section 1.6 Seeding. “Seeding” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, seed, Terraseed, Flexterra, fertilizer, mulch, stabilization blankets, soil tackifier, and/or hydraulic mix. The material specifications, construction means and methods, maintenance requirements, watering and warranty provisions are more specifically described in the Construction Contract.

Section 1.7 Sod Replacement. “Sod Replacement” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, fertilizer, and the placement or replacement of sod. The material specifications, construction means and methods, maintenance requirements, watering and warranty are more specifically described in the Construction Contract.

Section 1.8 Utility Company. "Utility Company" means Xcel Energy.

ARTICLE 2
RECITALS

Recital No. 1. The purpose of this Agreement is to define the rights and obligations of the parties in connection with the City's agreement to include Sod Replacement and Seeding specifications within the City's Construction Contract that provides for Sod Replacement and/or Seeding over areas disturbed during the Utility Company's location or relocation of its utilities provided that the Utility Company reimburses the City for its proportionate share of Construction Contract costs for Sod Replacement and/or Seeding of areas disturbed during the Utility Company's location or relocation of its utilities.

Recital No. 2. The City customarily requires its construction contractor to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following construction of City public improvements.

Recital No. 3. Utility companies customarily require their utility location or relocation contractors to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following the relocation of their utilities.

Recital No. 4. The City's sod replacement/seeding and utility companies sod replacement/seeding are often performed pursuant to different contract schedules and pursuant to different contract specifications even though the City's sod replacement/seeding and the utility companies' sod replacement/seeding may occur adjacent to each other at or near the boulevard of street right-of-way.

Recital No. 5. The City and the Utility Company intend to facilitate cost savings and a higher quality joint sod replacement/seeding effort with this Agreement.

ARTICLE 3
AGREEMENTS RELATING CITY SOD REPLACEMENT AND SEEDING

Section 3.1 Sod Replacement and Seeding. The City agrees to include Sod Replacement and/or Seeding specifications in its Construction Contract to provide for the Sod Replacement and/or Seeding requirements generally shown on the Project plan sheets attached hereto as Exhibit A. The City agrees to process any Construction Contract amendments and/or change orders provided that the areas disturbed by either the City during the Project construction and/or by the Utility Company during the associated utility location or relocation exceeds or materially changes from the Sod Replacement and Seeding requirements generally shown on the Project plan sheets referenced on Exhibit A. The City agrees to pay its Project contractor pursuant to the Construction Contract unit prices for Sod Replacement and/or Seeding, and/or pursuant to

any Construction Contract amendments and/or change orders affecting the Construction Contract unit prices for Sod Replacement and/or Seeding.

Section 3.2 Sod Replacement and Seeding Cost Calculation. The City and Utility Company agree to meet on-site, measure and calculate:

- A. The areas disturbed by the City during the construction of the Project, and
- B. The areas disturbed by the Utility Company during utility location or relocation.

From time to time during construction and upon completion of construction, the parties agree to meet on-site to calculate and/or verify the calculation of their proportionate share of Sod Replacement and/or Seeding Construction Contract costs based on the areas disturbed by City and Utility Company respectively. The Construction Contract costs allocated to the City and allocated to the Utility Company shall use the same Construction Contract unit prices and/or shall be pursuant to Construction Contract amendments and/or Construction Contract change orders. The City may make any and all Construction Contract amendments and/or Construction Contract change orders pursuant to the City's sole discretion, but the City agrees that that the Utility Company shall not be charged higher unit prices than the City pays pursuant to the Construction Contract, pursuant to Construction Contract amendments and/or pursuant to Construction Contract change orders. In the event that the same area is disturbed by the City and by the Utility Company during their respective Project construction and utility location or relocation activities, the City and the Utility Company agree to allocate the Sod Replacement and/or Seeding Construction Contract costs evenly between the City and the Utility Company for said jointly disturbed area(s). If the Utility Company is unable or unavailable to meet on-site to calculate the Utility Company's proportionate share of the Sod Replacement and/or Seeding Construction Contract costs for a Project area or areas, the City agrees, upon request of the Utility Company, to provide the Utility Company with the City's and/or its Project contractor's calculations (and with available Project documents used in the City's and/or the Project contractor's calculations, including any video, photographs or other Project documents memorializing the sod replacement and/or seeding work performed) of Sod Replacement and/or Seeding Construction Contract costs for said Project area or areas.

Section 3.3 Sod Replacement and Seeding Billing of Utility Company by City. The City agrees to bill the Utility Company, on a pass through basis without any administrative markup, for its proportionate share of Sod Replacement and/or Seeding Construction Contract costs calculated pursuant to Article 3, Section 3.2 within 90 days of completion of work by Xcel Energy.

Section 3.4 Sod Replacement and Seeding Warranty. The City agrees that the City will contractually require its Project contractor to warranty the growth of Sod Replacement and/or Seeding for up to one (1) year pursuant to the terms and specification of the City's Construction Contract. The City agrees to use reasonable efforts to enforce the warranty terms and specifications of its Construction Contract. This Agreement, however, shall not impose or require the City to declare a default under the City's Construction Contract. Furthermore, the City shall not be obligated or required to expend pecuniary or other resources to legally pursue a Construction

Contract default, nor will the City be obligated or required by this Agreement to pursue remedies under any contract bond or pursuant to other arbitration or litigation remedies. The City's decision to pursue or not to pursue Construction Contract enforcement remedies shall not negate the Utility Company's agreement to reimburse the City for billed Sod Replacement and/or Seeding Construction Contract costs, nor will the City's decision to pursue or not to pursue Construction Contract enforcement remedies entitle the Utility Company to a refund for any pending or paid Sod Replacement and/or Seeding Construction Contract costs. It is expressly understood by the parties that Utility Company has no responsibility for maintaining or warranting Sod Replacement and/or Seeding. Any refunds or damages paid by Project contractor for Sod Replacement and/or Seeding shall be divided between the parties pursuant to the same proportionate share allocation calculated by City and approved by Utility Company as provided in Section 3.2. City agrees to hold harmless and indemnify Utility Company for all claims arising out of any failure of City's Project contractor to meet the warranty terms and specifications for Sod Replacement and/or Seeding in City's Construction Contract.

Section 3.5 Right-of-Way and Utility Easement Limits. This Agreement shall not obligate or require the City and/or its Project contractor to perform Sod Replacement and/or Seeding within any areas disturbed by the Utility Company outside of public right-of-way, outside of public utility easement areas, and/or outside Utility Company's easement areas.

ARTICLE 4 **AGREEMENTS RELATING TO UTILITY COMPANY'S PAYMENT**

Section 4.1 Obligation of Utility Company to Reimburse City for Sod Replacement and/or Seeding. The Utility Company agrees to pay invoices sent pursuant to Article 3, Section 3.3 within 60 days of the date of the City's billing statement.

ARTICLE 5 **TERMINATION AND SCOPE OF AGREEMENT**

Section 5.1 Termination of this Agreement. Any party may terminate this Agreement without cause upon 60 days notice provided to the other parties pursuant to Article 6, Section 6.1. Utility company's contractual obligation to pay the City for Sod Replacement and/or Seeding already performed upon the utility company's behalf pursuant to this Agreement shall survive termination of this Agreement. The City agrees to direct its Project contractor to terminate Sod Replacement and/or Seeding performed on the Utility Company's behalf pursuant to this Agreement as soon as practical following the City's receipt of an Agreement termination notice from the Utility Company pursuant to this Section 5.1.

Section 5.2 Scope of Agreement. This Agreement is intended to provide a contractual mechanism whereby the City can perform Sod Replacement and/or Seeding on behalf of the Utility Company, and whereby the City can equitably bill and be paid by the Utility Company for Project Construction Contract costs that would have been performed and paid for by the Utility Company.

Section 6.4 Alteration. Any alteration, variation, modification, or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 6.5 Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 6.6 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 6.7 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 6.8 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.9 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 6.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

The balance of this page is intentionally left blank.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this 26th day of March, 2012, 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 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

EXHIBIT A

PROJECT DOCUMENTS GENERALLY SHOWING
PROJECT SOD REPLACEMENT AND SEEDING REQUIREMENTS

1. Specification Manual for 2012-09D Urban Street Reconstruction Project – 65th Street Area [Babcock Trail to Cahill Avenue] (on file with the City).
2. Plans for 2012-09D Urban Street Reconstruction Project – 65th Street Area [Babcock Trail to Cahill Avenue] (on file with the City).

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Proposal from Pioneer Engineering, Inc. for Construction Surveying Services for the 2012 Improvement Program, City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way

Meeting Date: April 9, 2012
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

TSK

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Mn/DOT Cooperative Agreement, Developer Funds

PURPOSE/ACTION REQUESTED

Resolution accepting proposal from Pioneer Engineering, Inc. for construction surveying services for the 2012 Pavement Management Program, City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way.

SUMMARY

City Project No. 2010-41 was ordered on January 2012. Pioneer provided design engineering services for the project as part of the developer's cost. Pioneer has done many projects in the City. The current proposal from Pioneer includes the following: construction staking services for streets and utilities and as-built survey work. A copy of their March 19, 2012 proposal is attached.

Pioneer Engineering was selected to provide these construction surveying services based on their proposal to do the work for \$6,700 and based on the services Pioneer provided during the design phase of the project. A second quote was received for these services at \$8,492.

I recommend that the Council adopt the resolution accepting the March 19, 2012 proposal from Pioneer for construction surveying services for the 2012 Improvement Program, City Project No. 2010-041 – T.H. 3 Turn Lanes at Autumn Way.

TJK/kf
Attachments: Resolution
Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING PROPOSAL FROM PIONEER ENGINEERING, INC. FOR
CONSTRUCTION SURVEYING SERVICES FOR THE 2012 IMPROVEMENT PROGRAM, CITY
PROJECT NO. 2010-41 – T.H. 3 TURN LANES AT AUTUMN WAY**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2012 Improvement Program, the T.H. 3 Turn Lanes at Autumn Way are scheduled to be constructed; and

WHEREAS, in order to complete the construction surveying services in a timely manner for the 2012 Pavement Management Program, City Project No. 2010-41, T.H. 3 Turn Lanes at Autumn Way, assistance of a consulting engineering firm is required for construction surveying services; and

WHEREAS, the City has entered into Mn/DOT Cooperative Agreement 00465 and a development agreement with the developers of Argenta Hills 2nd and 3rd Addition to construct City Project No. 2010-41, T.H. 3 Turn Lanes at Autumn Way in 2012; and

WHEREAS, as the City, developer and Mn/DOT are funding the improvements as outlined in the agreements related to the project; and

WHEREAS, City staff requested, and received a proposal from Pioneer Engineering, Inc. dated March 19, 2012; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Pioneer be selected to provide the construction surveying services on City Project No. 2010-41.

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

1. The proposal of Pioneer Engineering, Inc., dated March 19, 2012, is accepted and staff is authorized to enter into a contract with Pioneer Engineering, Inc. in an amount of \$6,700 for construction surveying services and other deliverables as identified in the March 19, 2012 proposal for the 2012 Improvement Program, City Project No. 2010-41, T.H. 3 Turn Lanes at Autumn Way.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of April 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

March 19, 2012

EXHIBIT A

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

RE: **TH3 TURNLANES**
 Inver Grove Heights, Minnesota
 P.E. Project #112050

Dear Mr. Kaldunski:

Pioneer Engineering, P.A. (hereinafter called PIONEER) has reviewed the land surveying services requested by City of Inver Grove Heights (hereinafter called CLIENT) for the above referenced site. Please find our proposal for providing those services outlined below.

SERVICES

A. STAKING FOR GRADING

1. PIONEER will provide one sets of stakes for grading in the areas listed below:

- a. Ponds and swales.
- b. Centerline of each lane every 50 feet.

TOTAL COST FOR SECTION A-1 **\$1,800.00**

2. PIONEER will provide one set of stakes for the following:

- a. Erosion control fence.

TOTAL COST FOR SECTION A-2 **\$700.00**

B. STAKING FOR CONSTRUCTION

1. Staking for Utilities

PIONEER shall provide one (1) set of stakes for watermain and storm sewer staked for alignment and grade on 100 foot intervals and offset appropriately. In addition, all structures shall be staked for line and grade.

TOTAL COST FOR SECTION B-1 **\$800.00**

2. Staking for Streets

PIONEER shall provide one (1) set of centerline and edge Blue Tops for streets.

TOTAL COST FOR SECTION B-2 **\$2,000.00**

EXHIBIT A

3. Staking for Removal, Striping, Power Poles and Signs

- a. PIONEER shall mark pavement to be removed.
- b. PIONEER shall mark striping.
- c. PIONEER shall provide one (1) set of stakes for power poles and signs.

TOTAL COST FOR SECTION B-3 **\$700.00**

C. UTILITY ASBUILTS

PIONEER shall provide the horizontal and vertical locations of utilities one (1) time after the project is completed.

TOTAL COST FOR SECTION C **\$700.00**

WORK SCHEDULE

PIONEER is prepared to begin work as soon as we receive authorization to proceed.

COMPENSATION

The above services for Sections A, B and C shall be provided at a fixed rate. The total cost for all services noted above is \$6,700.00.

All work will be billed monthly, and is due and payable on receipt. All invoices outstanding thirty (30) days or more from the date of invoice, will be assessed a finance charge (interest) at the rate of 1.5% per month.

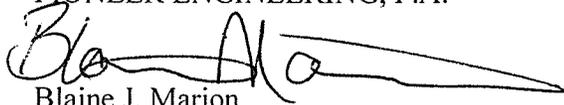
EXTENT OF AGREEMENT

This **Exhibit A**, the attached **General Conditions to Contract/Agreement for Professional Services**, the attached **Fee Schedule** and **Contract** represent the entire and integrated **AGREEMENT** between the **CLIENT** and **PIONEER**. This **AGREEMENT** can only be amended by written instrument, signed by both the **CLIENT** and **PIONEER**.

Thank you for the opportunity to submit this proposal. If you have any questions or comments concerning our proposal, please do not hesitate to contact me at (651) 681-1914. If you accept our proposal, and wish to authorize us to proceed, please sign and return one copy of the enclosed contract.

Sincerely,

PIONEER ENGINEERING, P.A.



Blaine J. Marion
BJM: jas
Enclosures

GENERAL CONDITIONS TO CONTRACT/AGREEMENT
FOR
PROFESSIONAL SERVICES

SECTION 1. SCOPE OF WORK

PIONEER ENGINEERING, P.A. (Hereinafter called PIONEER) shall perform the services defined in the contract/agreement, and shall invoice the CLIENT for those services at the rates shown on the attached FEE SCHEDULE. For extended projects, the billing rates may increase on January 1st of each year at an annual rate not to exceed 10%. Any estimate of cost to the CLIENT as stated in the contract/agreement shall not be considered as a firm figure, but only as an estimate, unless otherwise specifically stated in the contract/agreement. PIONEER will provide additional services under the contract/agreement, as required to complete the assignment, and/or as authorized by the CLIENT and requested by the CLIENT with charges for those additional services invoiced at the stated rates. PIONEER shall, upon written request, provide estimates for construction costs. Construction cost estimates shall not be considered as a firm figure, but only as an estimate.

SECTION 2. RESPONSIBILITIES

- 2.1 PIONEER will not be responsible for the failure of others to perform in accordance with the specifications or contract/agreement documents, and PIONEER services shall in no way relieve others of their responsibilities.
- 2.2 CLIENT will make available to PIONEER all known information regarding existing and proposed conditions of the site and project to be undertaken. CLIENT will immediately provide PIONEER with any new information which becomes available to it or its contractors which differs materially from information previously provided, including all changes in plans. PIONEER has the right to rely on the information contained in documents provided by the CLIENT.

SECTION 3. ESTIMATED COST

PIONEER will endeavor to perform the work and accomplish the objectives defined in the scope of work within the estimated costs for services provided and schedule proposed. The estimated costs for services provided and schedule proposed are based on our judgment of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced - favorably or adversely - by changes in work scope and schedule as dictated by CLIENT needs and unforeseen circumstances. PIONEER will notify the CLIENT in advance if schedule or costs for services provided are expected to exceed the estimate. In such event, the CLIENT may wish to (1) authorize additional funds to complete the work as originally defined, (2) redefine the scope of work in order to fit the remaining funds, or (3) request that work be stopped at a specific expenditure level. If option 3 is chosen, PIONEER will turn over such data, results and materials completed at the authorized level without further obligation or liability to either party except for payment for work performed.

SECTION 4. PAYMENT, INTEREST AND BREACH

- 4.1 CLIENT agrees to pay invoice(s) on receipt, and to pay interest on unpaid balances beginning thirty days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate established by law.
- 4.2 In the event CLIENT fails to pay PIONEER within 60 days following the invoice date, PIONEER may consider the default a total breach of the contract/agreement and may, at its discretion, terminate all of its duties without liability to PIONEER or others.
- 4.3 CLIENT agrees to pay all costs incurred in collecting the debt, including all attorney fees.

SECTION 5. INSURANCE

PIONEER will furnish certificates of insurance upon request. If the CLIENT requests increased insurance coverage, PIONEER will take out additional insurance, if obtainable, at the CLIENT'S expense, but shall have no liability beyond the limits and conditions of the insurance coverage.

SECTION 6. LIMITATION OF LIABILITY

- 6.1 In the event PIONEER is held liable for damages, the total cumulative liability of PIONEER, its affiliates, and their respective directors, officers, employees, agents and subcontractors shall not exceed 100% of the gross compensation received by PIONEER, as its fee under the contract/agreement, to a maximum of \$20,000.00.
- 6.2 CLIENT agrees to notify all contractors and others who may perform work in connection with the project of the limitation of liability contained in Section 6.1, and to require as a condition precedent to performing work, the acceptance of a like limitation of liability in favor of PIONEER. In the event CLIENT fails to obtain a like limitation of liability, CLIENT agrees to indemnify PIONEER from and against all liability to contractors and others in excess of the limitation amount.
- 6.3 In the event CLIENT does not wish to limit PIONEER'S liability, PIONEER agrees to waive the limitation provided for in section 6.1 upon written notice from CLIENT received within five (5) days after the date the contract/agreement is executed, and CLIENT agrees to pay additional consideration equivalent to ten (10) percent of PIONEER'S gross compensation for the project, such consideration to be called a Waiver of Limitation of Liability Charge. This charge will in no way be construed as being a charge for insurance of any type but will be increased consideration for the greater risk involved in performing work for which there is no limitation of liability.

SECTION 7. STANDARD OF CARE

In performing its services, PIONEER will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same locality. No other warranty is made or intended.

SECTION 8. LIEN RIGHTS

PIONEER hereby gives notice that, pursuant to Minnesota Statute Chapter 514, and as stated in the contract, it retains the right to file a lien against real property in the event of non-payment of invoices for engineering, landscape architecture, surveying, planning or environmental services performed with respect to the subject property. The lien will be prepared and filed in accordance with pertinent laws of the State of Minnesota.

SECTION 9. CONSEQUENTIAL DAMAGES

Neither PIONEER nor CLIENT will be liable to the other for any indirect, incidental, special or consequential damages (including loss of anticipated profits, business interruption or good will of other economic or commercial loss) relating to the services rendered.

SECTION 10. TERMINATION

Either PIONEER or CLIENT may terminate the contract/agreement by giving fourteen (14) days written notice to the other party. In the event of such termination, for whatever cause, the CLIENT shall pay PIONEER the costs that PIONEER has incurred to the effective date of termination, including any obligation, commitments, pro rata overhead, profit and unsettled claims plus any charges due and owing by the CLIENT as of the date of termination to include reasonable termination expenses. Upon payment, any and all obligations and liabilities of the parties hereto shall terminate.

SECTION 11. OWNERSHIP OF DOCUMENTS

The original Drawings and Specifications as instruments of the service are, and shall remain, the property of PIONEER, whether the project for which they are made is executed or not. PIONEER is not to reuse these drawings, or any part thereof, for any other client that PIONEER may have, without the written approval of the CLIENT. These drawings are not to be used by the CLIENT on other projects or extensions to this project except by agreement in writing and with appropriate compensation to PIONEER.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless PIONEER from any claim, liability, or cost resulting from unauthorized use of the drawings or documents by the client or any persons or entities that acquires or obtains the drawings or documents from or through the client without written authorization from PIONEER.

SECTION 12. RELATIONSHIP OF PARTIES

PIONEER will act solely as an independent contractor of the CLIENT and not as the CLIENT agent for any purpose. Neither PIONEER nor the CLIENT may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between PIONEER and the CLIENT.

SECTION 13. FORCE MAJEURE

PIONEER will have no liability for any failure to perform or delay in performance due to any circumstances beyond reasonable control, including, but not limited to, strikes, riots, wars, fire, flood, explosion, acts of nature, acts of government, labor disputes, delays in transportation or inability to obtain material or equipment. In the event of any delay in performance due to any such circumstances, the time for performance will be extended by a period of time necessary to overcome the effect of such delay, and the CLIENT will not be entitled to refuse performance or otherwise be relieved of any obligations.

SECTION 14. SUCCESSORS AND ASSIGNS

The CLIENT and PIONEER each binds itself, its successors, assigns and legal representatives to the other party of the contract/agreement and to the successors, assigns and legal representatives of such other party with respect to all provisions of the contract/agreement. Neither the CLIENT nor PIONEER shall assign, set over or transfer his interest in the contract/agreement, in whole, or in part, without the prior written consent of the other, and any act in derogation hereof, shall, at the option of the non-assigning party, render the written contract/agreement terminated.

SECTION 15. ARBITRATION

All claims, disputes and other matters in question arising out of, or relating to, the contract/agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law in the State of Minnesota. Notice of the demand for arbitration shall be filed in writing with the other party to the contract/agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event, shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation. Arbitration will not limit PIONEER'S mechanic's lien rights. All arbitrations will be conducted in Hennepin County, Minnesota.

The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration of claims arising from the contract/agreement shall not be consolidated with any other arbitration proceedings except by written consent of the parties.

SECTION 16. ENTIRE AGREEMENT

The CLIENT'S engagement of PIONEER to perform work represents the CLIENT'S acceptance of the terms and conditions contained herein, which constitute the entire understanding between PIONEER and the CLIENT and supersede any previous communication, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the CLIENT'S additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the CLIENT to PIONEER to which notice of objection is hereby given. Unless otherwise agreed to in writing by an officer of PIONEER, the CLIENT'S engagement of PIONEER is limited to these terms and conditions. PIONEER'S commencement of performance will not be deemed or construed as acceptance of the CLIENT'S additional or different terms and conditions.

No change of any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by the owner or an officer of the CLIENT and by an officer of PIONEER. If any of the provisions hereof are invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but the remaining terms and conditions of the contract/agreement will remain otherwise in effect. There are no understandings, agreements, representations or warranties, express or implied, that are not specified herein respecting the subject hereof.

SECTION 17. APPLICABLE LAW

The contract/agreement shall be governed by the laws of the State of Minnesota.

SECTION 18. EEO/AA

PIONEER is an Equal Employment Opportunity/Affirmative Action Employer.

FEE SCHEDULE

January 1, 2012

	<u>STAFF TYPE</u>	<u>HOURLY RATE</u>
200	CLERICAL STENO	\$45.00
300	PRINCIPAL ENGINEER	\$130.00
310	PROJECT ENGINEER III	\$125.00
320	PROJECT ENGINEER II	\$115.00
330	PROJECT ENGINEER I	\$100.00
340	ENGINEER TECHNICIAN V	\$95.00
350	ENGINEER TECHNICIAN IV	\$90.00
360	ENGINEER TECHNICIAN III	\$85.00
370	ENGINEER TECHNICIAN II	\$80.00
380	INSPECTOR IV	\$95.00
390	INSPECTOR III	\$90.00
391	INSPECTOR/GPS	\$105.00
400	PRINCIPAL PLANNER	\$130.00
405	SENIOR PLANNER	\$115.00
410	PLANNER III	\$105.00
420	PLANNER II	\$95.00
430	PLANNER I	\$90.00
440	PLANNER TECHNICIAN II	\$85.00
450	PLANNER TECHNICIAN I	\$80.00
460	LANDSCAPE ARCHITECT III	\$115.00
470	LANDSCAPE ARCHITECT II	\$90.00
480	WETLAND SPECIALIST III	\$115.00
481	WETLAND SPECIALIST II	\$90.00
482	WETLAND SPECIALIST I	\$80.00
490	ENVIRONMENTAL TECHNICIAN II	\$90.00
491	ENVIRONMENTAL TECHNICIAN I	\$80.00
495	ARBORIST I	\$90.00
500	PRINCIPAL SURVEYOR	\$130.00
510	SENIOR SURVEYOR	\$125.00
520	SURVEYOR II	\$115.00
530	SURVEYOR I	\$110.00
539	1 MAN SURVEY CREW	\$110.00
540	2 MAN SURVEY CREW	\$140.00
550	3 MAN SURVEY CREW	\$186.00
560	GPS/SURVEY CREW	\$180.00
571	SURVEYOR COMPUTER TECHNICIAN V	\$95.00
572	SURVEYOR COMPUTER TECHNICIAN IV	\$90.00
573	SURVEYOR COMPUTER TECHNICIAN III	\$85.00
574	SURVEYOR COMPUTER TECHNICIAN II	\$80.00

EXPERT WITNESS - COURT/DEPOSITION 2 x HOURLY RATE

CONTRACT

PROJECT NO.: 112050
ORDER DATE: March 19, 2012
BY: Blaine Marion
DEPT.: SURVEYING
PROJECT NAME: TH3 TURNLANES
CLIENT NAME: CITY OF INVER GROVE HEIGHTS, MN
PHONE: _____ ORDERED BY: Mr. Thomas J. Kaldunski
ADDRESS: 8150 Barbara Avenue
CITY: Inver Grove Heights STATE: MN ZIP: 55077

WORK TO BE PERFORMED AND SPECIAL INSTRUCTIONS

SEE PROPOSAL EXHIBIT A DATED MARCH 19 2012
SEE GENERAL CONDITIONS TO CONTRACT/AGREEMENT FOR PROFESSIONAL SERVICES ATTACHED
SEE FEE SCHEDULE DATED JANUARY 1, 2012 ATTACHED

In connection with this contract, the property owner is entitled by law to the following notice:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

BASIS FOR FEE CHARGED: () PERCENTAGE OF CONSTRUCTION () HOURLY RATES
 (X) AS PER EXHIBITS/ATTACHMENTS () AS PER INSTRUCTIONS

Unless agreed in writing, payment for all invoices shall be due net 30 days, after which interest shall be added at a rate of 1.5% per month to the unpaid balance. Pioneer Engineering, P.A. may stop work progress, file a lien to protect debt, bring suit, or take any other action available to collect the debt if invoices are not paid. Client agrees to pay all costs incurred in collecting the debt.

FIRM NAME (If a business): _____

SIGNED BY (Signature): _____

TITLE OR POSITION: _____

DATE SIGNED _____

DISTRIBUTION: 1ST COPY - RETURN TO PIONEER ENGINEERING; 2ND COPY - CLIENT COPY

CONTRACT

PROJECT NO.: 112050
ORDER DATE: March 19, 2012
BY: Blaine Marion
DEPT.: SURVEYING
PROJECT NAME: **TH3 TURNLANES**
CLIENT NAME: CITY OF INVER GROVE HEIGHTS, MN
PHONE: _____ ORDERED BY: Mr. Thomas J. Kaldunski
ADDRESS: 8150 Barbara Avenue
CITY: Inver Grove Heights STATE: MN ZIP: 55077

WORK TO BE PERFORMED AND SPECIAL INSTRUCTIONS

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SEE FEE SCHEDULE DATED JANUARY 1, 2012 ATTACHED

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 AS PER EXHIBITS/ATTACHMENTS AS PER INSTRUCTIONS

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FIRM NAME (If a business): _____

SIGNED BY (Signature): _____

TITLE OR POSITION: _____

DATE SIGNED _____

DISTRIBUTION: 1ST COPY – RETURN TO PIONEER ENGINEERING; 2ND COPY – CLIENT COPY

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Proposal from SEH, Inc. for Professional Services to Locate the Property Corners for the 66th Street Right-of-Way on City Project No. 2011-08

Meeting Date: April 9, 2012
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDT*

	Fiscal/FTE Impact:
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management, Special Assessments, Turn-back Funding, Parks and Recreation funds

PURPOSE/ACTION REQUESTED

Resolution accepting proposal from SEH, Inc. for professional services to locate the property corners for the 66th Street right-of-way on City Project No. 2011-08.

SUMMARY

The City Council has authorized bidding of City Projects 2011-08 and 2011-21 to improve 66th Street from Concord Boulevard to the swing bridge pier and related park improvements and trails. The City Council will be considering the award of these bids in a separate action at the April 9, 2012 meeting.

On March 23, 2012 the City received correspondence from River Heights Marina expressing concern about contractors trespassing onto their property north of 66th Street. The contract documents have been prepared to ensure that this should not occur; however, the City is planning to improve drainage on the north boulevard of 66th Street adjacent to Mr. Harms' property. The staking of the property line will help ensure the contractor stays on the City right-of-way.

The proposal received from SEH, Inc. dated March 30, 2012 is attached. SEH was selected to provide these services from the City's consultant pool. SEH has prepared the construction plans for City Projects No. 2011-08 and 2011-21 and their knowledge and experience with the project is beneficial to the surveying work proposed. SEH has proposed to provide the surveying necessary to establish the location of the north right-of-way line of 66th Street and the west line of lots 6 and 7 along Doffing Avenue as outlined in their March 30, 2012 proposal. The fee for this work is not to exceed \$2,400.

It is recommended that the City Council adopt the resolution accepting the March 30, 2012 proposal from SEH for these professional services on City Projects No. 2011-08 and 2011-21 with a not to exceed budget of \$2,400.

SDT/kf
Attachments: Resolution
Proposal

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING PROPOSAL FROM SEH, INC. FOR PROFESSIONAL SERVICES TO
LOCATE THE PROPERTY CORNERS FOR THE 66TH STREET RIGHT-OF-WAY ON CITY
PROJECT NO. 2011-08 – 66TH STREET IMPROVEMENTS (CONCORD BLVD. TO SWING BRIDGE)
AND CITY PROJECT NO. 2011-21 – PARK IMPROVEMENTS (66TH STREET PARKING LOT AND
RELATED TRAILS)**

WHEREAS, as part of the City's 2012 Pavement Management Program, 66th Street Improvements have been identified for construction starting in 2012; and

WHEREAS, in order to complete the professional surveying services to locate the right-of-way line on the north side of 66th Street and the east side of Doffing Avenue adjacent to River Heights Marina in a timely manner for the 2012 Pavement Management Program – City Projects No. 2011-08 and 2011-21, assistance of a consulting firm is required; and

WHEREAS, City staff requested, and received a proposal from SEH, Inc.; and

WHEREAS, based on the experience of the firm, their work on the construction documents, the scope and associated fee for the proposed services, it was decided that SEH be selected from the engineering technical pool to provide the professional surveying services on City Projects No. 2011-08 and 2011-21.

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

1. The proposal of SEH, dated March 30, 2012, is accepted and staff is authorized to enter into a contract with SEH in an amount not to exceed \$2,400 for professional surveying services, and other deliverables as identified in the March 30, 2012 proposal for the 2012 Pavement Management Program – City Projects No. 2011-08 and 2011-21.

Adopted by the City Council of Inver Grove Heights this 9th day of April 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



March 30, 2012

RE: City of Inver Grove Heights
66th Street Reconstruction
SEH No. INVER 116792

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

Dear Tom:

We are excited to continue working with the City of Inver Grove Heights (City) on the 66th Street Improvements project. We appreciate the opportunity to continue providing professional services to the City for the reconstruction of 66th Street from Concord Boulevard towards the Rock Island Swing Bridge and the Mississippi River.

The City has requested a proposal and scope of work that includes providing professional services for surveying including the establishment of property irons and locating right-of-way along the north side of 66th Street from Doffing to the Mississippi River as part of the 66th Street Improvements project. This letter proposal serves as our Supplemental Letter Agreement in accordance with the Agreement for Professional Services between the City of Inver Grove Heights and SEH dated May 21, 2009.

Background

The City proposes Improvements on 66th Street from Concord Boulevard going east to the Mississippi River. These improvements will serve as an entry point for visitors to the Rock Island Swing Bridge and adjacent trails and park facilities. Improvements include street rehabilitation, utility extensions, storm water treatment, and sidewalk and trail construction.

As part of the 66th Street Improvements, the City would like to identify a few property irons and locate the right-of-way along the north side of 66th Street from Doffing Avenue to the Mississippi River. This will be completed prior to the City's contractor beginning construction along 66th Street in an effort to assure that all 66th Street Improvements project work stays within the City's right-of-way.

Scope of Work

SEH will locate and/or establish the property corners for the southwest and southeast corners of Block 34 and the southwest corner of Block 40 of the FACTORY ADDITION. This will be completed according to the recorded plat in Dakota County, Minnesota.

SEH will mark the corner locations with a ½" x 18" iron pipe capped with LS 46535. Fence posts will be placed on the City side of the corners. In addition, nails and four foot pink lath will be set at 50 foot increments along the west lines of Lot 6 and Lot 7 and south lines of Lot 7 and Lot 8 of Block 34.

Tom Kaldunski, P.E.
March 30, 2012
Page 2

Schedule

Upon authorization from the City, we will schedule the surveyor's and begin the work immediately. We will bring any schedule impacted issues to the City's attention as they arise and adjust the schedule accordingly.

Compensation

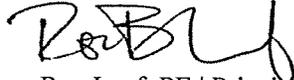
SEH proposes to be compensated for the scope of work proposed in this Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage, and equipment. SEH estimates the following fee not to exceed \$2400.00.

This agreement represents our understanding of the scope of the project to date. If this document satisfactorily sets forth your understanding of our agreement, please sign in the space below and return one copy to our office.

We look forward to working with you, your staff and the community on this project.
Respectively submitted,
SHORT ELLIOTT HENDRICKSON INC.



Greg Anderson, PE | Associate
Project Manager



Ron Leaf, PE | Principal
Client Service Manager

Approved this 2nd day of April, 2012

City of Inver Grove Heights, Minnesota

By Thomas J. Kaldunski, City Engineer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for City Project No. 2001-12 – Concord Blvd. (CSAH 56) Improvement - Corcoran Path to 65TH Street

Meeting Date: April 9, 2012
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

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

PURPOSE/ACTION REQUESTED

Consider a resolution calling for hearing on proposed assessments and a resolution declaring the costs to be assessed and ordering preparation of the proposed assessments for City Project No. 2001-12 – Concord Blvd. (CSAH 56) Improvement - Corcoran Path to 65th Street.

SUMMARY

This project has been completed and an assessment hearing is proposed for May 14, 2012.

The project included street reconstruction, drainage improvements, street lighting, and sanitary sewer service improvements of the 2001-12 – Concord Blvd. (CSAH 56) Improvement - Corcoran Path to 65th Street. As directed, staff had a property appraiser (Metzen) prepare an appraisal analysis of the properties in the project area. Due to a positive bidding environment, the final project costs are four percent below estimates and the total assessment ten percent below preliminary estimate presented in the feasibility study.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessment, declaring the costs to be assessed, and ordering preparation of the proposed assessments for City Project No. 2001-12 – Concord Blvd. (CSAH 56) Improvement - Corcoran Path to 65th Street.

TJK/kf

Attachments: Resolutions
 Project Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS

CITY PROJECT NO. 2001-12 – CONCORD BLVD (CSAH 56) IMPROVEMENT
CORCORAN PATH TO 65TH

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, April 9, 2012, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2001-12 Concord Blvd. (CSAH 56) Improvement - Corcoran Path to 65TH Street

WHEREAS, the project includes street reconstruction, drainage improvements, street lighting, and sanitary sewer service improvements; and

WHEREAS, the total final City project cost is \$790,991.32.

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

1. The amount to be specially assessed for City Project No. 2001-12 is hereby declared to be \$391,403.50.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of April 2012.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

CITY PROJECT NO. 2001-12 – CONCORD BLVD (CSAH 56) IMPROVEMENT
CORCORAN PATH TO 65TH

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, April 9, 2012, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

City Project No. 2001-12 – Concord Blvd. (CSAH 56) Improvement – Corcoran Path to 65TH Street

WHEREAS, the project includes street reconstruction, drainage improvements, street lighting and sanitary sewer service improvements; and

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the 14th day of May 2012, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of April 2012.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Authorization to move Southeast Quadrant LLC escrow funds to First American Trust

Meeting Date: April 9, 2012
Item Type: Consent
Contact: Kristi Smith 651.450.2521
Prepared by: Kristi Smith, Finance Director
Reviewed by: Joe Lynch, City Administrator

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 movement of Southeast Quadrant LLC escrow funds to First American Trust.

SUMMARY

Fine Associates is requesting the City authorize movement of escrow funds related to Southeast Quadrant LLC from Premier Bank to First American Trust. The reason for the request to move funds to First American Trust is maintain financial security of the funds.

The escrow funds being held are in relation to a Land Restoration and Tree Replacement Escrow Agreement dated October 2, 2003 and a Land Restoration Tree Replacement Escrow Agreement dated September 5, 2003.

**AMENDMENT NO. 1
TO THE DAKOTA COUNTY MUTUAL AID
FIRE SERVICES AGREEMENT**

WHEREAS, the Cities of West St. Paul and South St. are in the process of consolidating their fire departments into the South Metro Fire Department; and

WHEREAS, both City Councils of West St. Paul and South St. Paul have approved of the consolidation and are making strides toward a date at which time the South Metro Fire Department will be fully integrated and operational (“Operational Date”); and

WHEREAS, the exact date that the South Metro Fire Department will become operational is undetermined, however, it is critical that the Dakota County Mutual Aid Fire Services Agreement (“Agreement”) seamlessly transfers the liabilities, benefits and obligations to the South Metro Fire Department as of the Operational Date and that the cities of West St. Paul and South St. Paul are terminated as parties to the Agreement as of the Operational Date; and

WHEREAS, it is in the best interest of the parties to the Agreement that mutual aid in its current form and operation continue without interruption; and

WHEREAS, the most efficient way to accomplish a seamless transfer in the Agreement is to amend the Agreement such that the cities of South St. Paul and West St. Paul are replaced by the South Metro Fire Department, effective as of the Operational Date; and

WHEREAS, the Cities of West St. Paul and South St. Paul accept all liabilities and obligations accrued by them up to the Operational Date; and

WHEREAS, the South Metro Fire Department is willing to accept all liabilities, benefits and obligations from the Operational Date forward.

NOW, THEREFORE, THE DAKOTA COUNTY MUTUAL AID FIRE SERVICES AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. The Cities of West St. Paul and South St. Paul are terminated as parties to the Agreement as of the date that the South Metro Fire Department becomes operational.
2. The South Metro Fire Department will become a party to the Agreement as of the date that it becomes operational.

(SIGNATURE PAGES TO FOLLOW)

CITY OF BURNSVILLE

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF APPLE VALLEY

BY: _____
Mayor Mary Hamann-Roland

Pamela J. Gackstetter, City Clerk

DATE: _____

CITY OF CANNON FALLS

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF EAGAN

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF FARMINGTON

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF HASTINGS

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF INVER GROVE HEIGHTS

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF MENDOTA HEIGHTS

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF MIESVILLE

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF NORTHFIELD

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF ROSEMOUNT

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF SOUTH ST. PAUL

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

CITY OF WEST ST. PAUL

BY: _____
MAYOR

CITY CLERK/CITY MANAGER/
CITY ADMINISTRATOR

DATE: _____

METROPOLITAN AIRPORT COMMISSION

BY: _____
EXECUTIVE DIRECTOR

BY: _____
FIRE CHIEF

DATE: _____

RANDOLPH – HAMPTON FIRE DISTRICT

BY: _____
FIRE CHIEF

DATE: _____

SOUTH METRO FIRE DEPARTMENT

BY: _____
PRESIDENT

DATE: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 9, 2012
Item Type: Consent
Contact:
Prepared by: George Tourville, Mayor
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Approve salary adjustment for City Administrator for 2012

SUMMARY

The City Council reviewed the performance of the City Administrator on March 19, 2012. At the conclusion of the meeting the Council felt that the performance met expectations of the Council. In February of this year the Council approved a 1% salary adjustment for all Non-Union personnel, including all department heads, except the City Administrator. Now that we have completed the review of his performance, Council should decide on any salary adjustment. I recommend that the City Administrator receive the same adjustment that was given to all Non-Union personnel and Department Heads.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: April 9, 2012
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Nick Benish, Jerry Forsland, Sam Hosszu, Taylor Hosszu, Yadira Ibaro-Sosa, Jeff Matuska, Alejandro Morales, Matt Mundy, Mike Stern, Rita Sevenich, John Fisher and Michael Barnett.

Please confirm the seasonal/temporary termination of employment of: Dave Underdahl.

Please confirm the employment of: Michael Sperl, Street Maintenance Worker and Eric Bergum, Assistant Fire Chief.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering the Project and Approving Plans and Specifications for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.)

Meeting Date: April 9, 2012
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SA

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Funds, Special Assessments, State Aid Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project and approving the plans and specifications, for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.).

SUMMARY

The project was initiated by the City Council as part of the City’s Pavement Management Program (PMP). The improvement hearing was opened on January 23, 2012, and continued by the Council to April 9, 2012, with direction for staff to update the feasibility report. A portion of the update was to include recommendations for 67th Court East and Bixby Way.

Based on Amendment No. 1 to the Feasibility Report and recommendations from AET, Geotechnical Engineering Consultant for the project, 67th Court East has been added to the project for street reconstruction. In addition, properties along Blaine Avenue from 67th Court East to south of Benton Way (south leg) contributing run-off to the drainage area for the storm system improvements have been added to the project assessment roll. Based on Amendment No. 2 to the Feasibility Report an adjustment to the assessable amount was made to Blaine Ridge (twenty-six Bixby Way fronting parcels) and Blaine Ridge 2nd Addition (seven Blaine Avenue fronting parcels) developments for their interest attributable to the shared common area street and storm contributions in accordance with the assessment policy. An updated assessment map and roll is attached incorporating the updates.

The updated total estimated project cost is \$6,949,174. The amount of State Aid funds currently allocated to the project is \$2,734,500. Staff has requested State Aid funding advancement in the amount of \$3,248,767. The total amount proposed to be assessed is \$3,521,945 per the PMP policy. If the appraisal recommendations on parcel benefit “caps” are followed, the proposed total project assessment would be reduced to approximately \$2,083,400.

2nd Public Information Meeting

The initial public informational meeting for the project was held on January 12, 2012. A second informational meeting was held on Thursday, March 20, 2012, from 6:00 to 8:00 p.m. Information related to the project updates and street construction was presented by staff and then discussed. A total of 39 attendees were present representing residential parcels, associations, and businesses. General questions and comments related to the project were similar to the meeting held on January 12, but a few original items particular to this group included the following:

- Attendees were supportive of the 65th Street project because the streets are in rough condition
- A couple businesses in the along 65th Street and Buckley Way in the Cahill Avenue business district were concerned that 65th Street assessments were high. They also felt that the benefit analysis recommendation of \$1 per square foot was high.
- Businesses requested that specialty signing be provided and uninterrupted access be provided for patrons in order to minimize the project's impact on revenues
- A business owner requested staff to review drainage improvements on his property for credit
- Property owners in cul-de-sacs and businesses had concerns about construction impact, access, driveway availability and Saturday work
- Property and business owners favored the caps being upheld per appraiser's benefit analysis.
- Discussed the "Rubbish Ranch", potential contaminants and the Response Action Plan with MPCA
- Concerns over mailbox access and garbage hauling were discussed
- Concerns and City policy over replacement of irrigation systems, invisible fencing and landscaping items in the boulevards was discussed
- Their was high interest expressed for the residential driveway restoration program
- Questions on past policies/standards and why roads are being rebuilt after 20-30 years
- Concerns over the appraisal parcels east and west of TH 52 showing different levels of benefit
- Removal of trees in the boulevards for construction and the Emerald Ash Borer program
- Discussed the pond outfall and storm sewer work being performed in sideyards and backyards
- Mill and overlay parcels were concerned their assessments/appraisal same as reconstruction

Several other items have been addressed since the original hearing as follows:

- A meeting was held with a number of Cahill Court residents to review their concern with complete reconstruction versus a mill and overlay. The residents understood the need for reconstruction following the meeting.
- A letter was sent to Cahill Court residents related to the water pressure in the highest elevations. It provided a method of increasing the amount of water that could flow through a larger water service. The City has not heard of anyone interested in paying for a larger water service.

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

I recommend approval of the resolution ordering the project and approving the plans and specifications for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.).

TJK/kf

Attachments: Resolution
Area Map
Preliminary Assessment Roll
January 23, 2012 Public Hearing memo and resolution

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

**RESOLUTION ORDERING IMPROVEMENTS AND APPROVING PLANS & SPECIFICATIONS FOR
THE 2012 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2012-09D – URBAN
STREET RECONSTRUCTION PROJECT (65TH STREET NEIGHBORHOOD AND CAHILL CT.)**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 12th day of December 2011 called for a public hearing on the proposed improvement project, 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.); and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 23rd day of January 2012, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, the public hearing was continued to April 9, 2012 to provide for additional geotechnical testing and engineering review in the project area; and

WHEREAS, the geotechnical testing results and engineering review have been incorporated into Amendments No. 1 and No. 2 of the Feasibility Report; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted April 9, 2012.
2. The plans and specifications for City Project No. 2012-09D are hereby approved.
3. The contract for these improvements shall be let no later than two years after the adoption of this resolution.
4. The project shall be funded using the Pavement Management Fund, special assessments, State Aid funds, the Water Fund and the Sewer Fund.

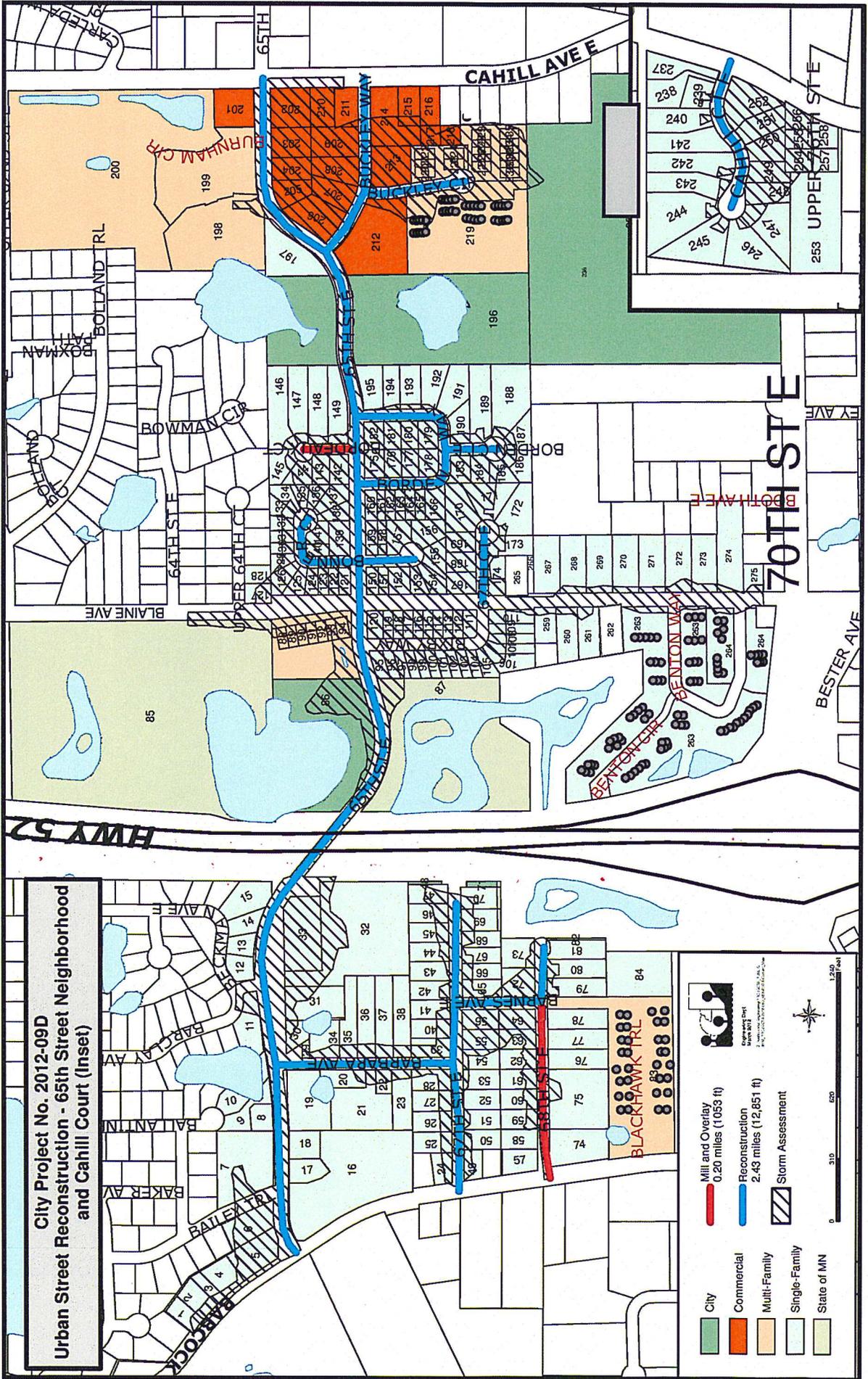
Adopted by the City Council of Inver Grove Heights this 9th day of April 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST

Melissa Rheume, Deputy Clerk



City Project No. 2012-09D
Urban Street Reconstruction - 65th Street Neighborhood
and Cahill Court (Inset)

Legend

- City
- Commercial
- Multi-Family
- Single-Family
- State of MN
- Mill and Overlay
0.20 miles (1053 ft)
- Reconstruction
2.43 miles (12,651 ft)
- Storm Assessment

Scale
 0 50 100 Feet

North Arrow

CITY PROJECT NO. 2012-09D
 URBAN STREET RECONSTRUCTION - 65TH STREET NEIGHBORHOOD AND CAHILL COURT
 PRELIMINARY ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
1	200500004020	6410	BABCOCK TRL E	SFR	3430.14	\$ 1,054.08	\$ -	\$ -	\$ -	\$ 1,054.08
2	200500004032	6422	BABCOCK TRL E	SFR	5403.62	\$ 1,660.53	\$ -	\$ -	\$ -	\$ 1,660.53
3	200500004031	6422	BABCOCK TRL E	SFR	2379.54	\$ 731.23	\$ -	\$ -	\$ -	\$ 731.23
4	200500004050	6444	BABCOCK TRL E	SFR	4158.46	\$ 1,277.89	\$ -	\$ -	\$ -	\$ 1,277.89
5	200500004060	6460	BABCOCK TRL E	SFR	34644.09	\$ 10,646.13	\$ -	\$ -	\$ -	\$ 10,646.13
6	200500004070	6465	BAILEY TRL	SFR	29412.42	\$ 9,038.44	\$ -	\$ -	\$ -	\$ 9,038.44
7	200500004080	6470	BAILEY TRL	SFR	11899.10	\$ 3,656.59	\$ -	\$ -	\$ -	\$ 3,656.59
8	206595101010	6440	BALLANTINE CT	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
9	206595101020	6440	BALLANTINE CT	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
10	206595101030	6430	BALLANTINE CT	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
11	206595101051	6491	BARCLAY AVE	SFR	8931.64	\$ 2,744.69	\$ -	\$ -	\$ -	\$ 2,744.69
12	206595103010	6480	BECKMAN AVE	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
13	206595103020	6478	BECKMAN AVE	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
14	206595103030	6476	BECKMAN AVE E	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
15	206595103040	6474	BECKMAN AVE	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
16	200500076011	6538	BABCOCK TRL E	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
17	203140001010	1965	65TH ST	SFR	0.00	\$ -	\$ 10,881.57	\$ -	\$ -	\$ 10,881.57
18	203140001020	1985	65TH ST E	SFR	0.00	\$ -	\$ 10,881.57	\$ -	\$ -	\$ 10,881.57
19	203100003090	2050	65TH ST E	SFR	0.00	\$ -	\$ 10,881.57	\$ -	\$ -	\$ 10,881.57
20	203100003040	6553	BARBARA AVE E	SFR	3251.14	\$ 999.07	\$ 10,881.57	\$ -	\$ -	\$ 11,880.64
21	203100003051	6579	BARBARA AVE E	SFR	3648.96	\$ 1,121.33	\$ 10,881.57	\$ -	\$ -	\$ 12,002.90
22	203100003060	6585	BARBARA AVE E	SFR	5145.03	\$ 1,581.07	\$ 10,881.57	\$ -	\$ -	\$ 12,462.64
23	203100003110	6605	BARBARA AVE E	SFR	4782.50	\$ 1,463.52	\$ 10,881.57	\$ -	\$ -	\$ 12,345.09
24	201710002063	6620	BABCOCK TRL E	SFR	6788.02	\$ 2,085.96	\$ -	\$ -	\$ -	\$ 2,085.96
25	201710002061	1991	67TH ST E	SFR	6028.47	\$ 1,852.55	\$ 10,881.57	\$ -	\$ -	\$ 12,734.12
26	201710002043	2005	67TH ST E	SFR	6388.19	\$ 1,956.95	\$ 10,881.57	\$ -	\$ -	\$ 12,838.52
27	201710002031	2023	67TH ST E	SFR	6506.86	\$ 1,999.56	\$ 10,881.57	\$ -	\$ -	\$ 12,881.13
28	201710002020	2049	67TH ST E	SFR	10950.08	\$ 3,364.96	\$ 10,881.57	\$ -	\$ -	\$ 14,246.53
29	203100003080	6538	BARBARA AVE E	SFR	1386.57	\$ 426.09	\$ -	\$ -	\$ -	\$ 426.09
30	203100001010	2116	65TH ST E	SFR	6948.89	\$ 2,135.39	\$ 10,881.57	\$ -	\$ -	\$ 13,015.96
31	203100004010	2148	65TH ST E	SFR	15123.13	\$ 4,647.34	\$ 10,881.57	\$ -	\$ -	\$ 15,528.91
32	203100004060	2168	65TH ST E	SFR	51984.24	\$ 15,974.76	\$ 54,407.85	\$ -	\$ -	\$ 70,382.61
33	203100004080	2186	65TH ST E	SFR	68435.01	\$ 21,030.08	\$ 10,881.57	\$ -	\$ -	\$ 31,911.65
34	203100003100	6538	BARBARA AVE E	SFR	7173.08	\$ 2,204.29	\$ 10,881.57	\$ -	\$ -	\$ 13,085.86
35	203100004050	6554	BARBARA AVE E	SFR	5839.28	\$ 1,794.41	\$ 10,881.57	\$ -	\$ -	\$ 12,675.98
36	203100004020	6572	BARBARA AVE E	SFR	6154.63	\$ 1,891.32	\$ 10,881.57	\$ -	\$ -	\$ 12,772.89
37	203100004040	6580	BARBARA AVE E	SFR	5672.90	\$ 1,743.28	\$ 10,881.57	\$ -	\$ -	\$ 12,624.85
38	203100004030	6604	BARBARA AVE E	SFR	5386.49	\$ 1,655.27	\$ 10,881.57	\$ -	\$ -	\$ 12,536.84
39	201710001100	2075	67TH ST E	SFR	14575.44	\$ 4,479.03	\$ 10,881.57	\$ -	\$ -	\$ 15,360.60
40	201710001090	2105	67TH ST E	SFR	6655.60	\$ 2,045.27	\$ 10,881.57	\$ -	\$ -	\$ 12,926.84
41	201710001080	2125	67TH ST E	SFR	3621.11	\$ 1,116.15	\$ 10,881.57	\$ -	\$ -	\$ 11,997.72
42	201710001070	2145	67TH ST E	SFR	3743.42	\$ 1,150.35	\$ 10,881.57	\$ -	\$ -	\$ 12,031.92
43	201710001060	2165	67TH ST E	SFR	1137.74	\$ 349.63	\$ 10,881.57	\$ -	\$ -	\$ 11,231.20
44	201710001050	2185	67TH ST E	SFR	4123.35	\$ 1,267.11	\$ 10,881.57	\$ -	\$ -	\$ 12,148.68

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 PRELIMINARY ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
45	201710001040	2195	67TH ST E	SFR	5863.43	\$ 1,801.83	\$ 10,881.57	\$ -	\$ -	\$ 12,683.40
46	201710001030	2215	67TH ST E	SFR	7249.41	\$ 2,227.74	\$ 10,881.57	\$ -	\$ -	\$ 13,109.31
47	201710001020	2235	67TH ST E	SFR	7856.11	\$ 2,414.18	\$ 10,881.57	\$ -	\$ -	\$ 13,295.75
48	201710001010			CITY	0.00	\$ -	\$ -	\$ 2,735.20	\$ -	\$ 2,735.20
49	201710003080	6710	BABCOCK TRLE	SFR	5764.31	\$ 1,771.37	\$ 10,881.57	\$ -	\$ -	\$ 12,652.94
50	201710003070	1990	67TH ST E	SFR	3029.84	\$ 931.07	\$ 10,881.57	\$ -	\$ -	\$ 11,812.64
51	201710003060	2004	67TH ST E	SFR	2363.71	\$ 726.37	\$ 10,881.57	\$ -	\$ -	\$ 11,607.94
52	201710003050	2020	67TH ST E	SFR	100.06	\$ 30.75	\$ 10,881.57	\$ -	\$ -	\$ 10,912.32
53	201710003040	2044	67TH ST E	SFR	2601.37	\$ 799.40	\$ 10,881.57	\$ -	\$ -	\$ 11,680.97
54	201710003030	2064	67TH ST E	SFR	6489.43	\$ 1,994.20	\$ 10,881.57	\$ -	\$ -	\$ 12,875.77
55	201710003020	2088	67TH ST E	SFR	18520.53	\$ 5,691.36	\$ 10,881.57	\$ -	\$ -	\$ 16,572.93
56	201710003010	2106	67TH ST E	SFR	18533.27	\$ 5,695.27	\$ 10,881.57	\$ -	\$ -	\$ 16,576.84
57	201710003101	6780	BABCOCK TRLE	SFR	0.00	\$ -	\$ -	\$ -	\$ 3,068.61	\$ 3,068.61
58	201710003110	1995	68TH ST E	SFR	62.59	\$ 19.23	\$ -	\$ -	\$ 3,068.61	\$ 3,087.84
59	201710003120	2005	68TH ST E	SFR	5729.98	\$ 1,760.82	\$ -	\$ -	\$ 3,068.61	\$ 4,829.43
60	201710003130	2021	68TH ST E	SFR	6094.55	\$ 1,872.86	\$ -	\$ -	\$ 3,068.61	\$ 4,941.47
61	201710003140	2043	68TH ST E	SFR	6434.72	\$ 1,977.39	\$ -	\$ -	\$ 3,068.61	\$ 5,046.00
62	201710003150	2065	68TH ST E	SFR	6327.83	\$ 1,944.54	\$ -	\$ -	\$ 3,068.61	\$ 5,013.15
63	201710003160	2075	68TH ST E	SFR	12659.65	\$ 3,890.31	\$ -	\$ -	\$ 3,068.61	\$ 6,958.92
64	201710003170	2105	68TH ST E	SFR	18531.46	\$ 5,694.72	\$ -	\$ -	\$ 3,068.61	\$ 8,763.33
65	200040050014	2144	67TH ST E	SFR	8538.33	\$ 2,623.83	\$ 10,881.57	\$ -	\$ -	\$ 13,505.40
66	200040050015	2150	67TH ST E	SFR	4212.99	\$ 1,294.65	\$ 10,881.57	\$ -	\$ -	\$ 12,176.22
67	200040050012	2174	67TH ST E	SFR	2859.51	\$ 878.73	\$ 10,881.57	\$ -	\$ -	\$ 11,760.30
68	200040050013	2190	67TH ST E	SFR	4343.51	\$ 1,334.76	\$ 10,881.57	\$ -	\$ -	\$ 12,216.33
69	201710004030	2210	67TH ST E	SFR	7128.52	\$ 2,190.60	\$ 10,881.57	\$ -	\$ -	\$ 13,072.17
70	201710004020	2228	67TH ST E	SFR	4651.32	\$ 1,423.21	\$ 10,881.57	\$ -	\$ -	\$ 12,304.78
71	201710004010			CITY	0.00	\$ -	\$ -	\$ 5,180.04	\$ -	\$ 5,180.04
72	201710004041	2167	68TH ST E	SFR	18920.40	\$ 5,814.24	\$ 10,881.57	\$ -	\$ -	\$ 16,695.81
73	201710004042	2185	68TH ST E	SFR	3831.38	\$ 1,177.38	\$ 10,881.57	\$ -	\$ -	\$ 12,058.95
74	200050079011			SFR	202.57	\$ 62.25	\$ -	\$ -	\$ -	\$ 62.25
75	200040051011	2020	68TH ST E	SFR	5927.58	\$ 1,821.54	\$ -	\$ -	\$ 3,068.61	\$ 4,890.15
76	204765001030	2080	68TH ST E	SFR	0.00	\$ -	\$ -	\$ -	\$ 3,068.61	\$ 3,068.61
77	204765001020	2078	68TH ST E	SFR	0.00	\$ -	\$ -	\$ -	\$ 3,068.61	\$ 3,068.61
78	204765001010	2108	68TH ST	SFR	0.00	\$ -	\$ -	\$ -	\$ 3,068.61	\$ 3,068.61
79	201710005070	2150	68TH ST E	SFR	3919.17	\$ 1,204.36	\$ 10,881.57	\$ -	\$ -	\$ 12,085.93
80	201710005060	2164	68TH ST E	SFR	4248.16	\$ 1,305.46	\$ 10,881.57	\$ -	\$ -	\$ 12,187.03
81	201710005050	2182	68TH ST E	SFR	1260.39	\$ 387.32	\$ 10,881.57	\$ -	\$ -	\$ 11,268.89
82	201710005040			CITY	14.63	\$ 4.50	\$ -	\$ 1,792.40	\$ -	\$ 1,796.90
83	201416505001	6842	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$ -	\$ -	\$ 923.33	\$ -	\$ 923.33
83	201416505002	6844	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$ -	\$ -	\$ 923.33	\$ -	\$ 923.33
83	201416505017	6845	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$ -	\$ -	\$ 923.33	\$ -	\$ 923.33
83	201416505004	6846	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$ -	\$ -	\$ 923.33	\$ -	\$ 923.33
83	201416505018	6847	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$ -	\$ -	\$ 923.33	\$ -	\$ 923.33
83	201416505003	6848	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$ -	\$ -	\$ 923.33	\$ -	\$ 923.33

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MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
83	201416505019	6849	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505020	6851	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505021	6853	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505006	6854	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505022	6855	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505005	6856	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505023	6857	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505008	6858	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505024	6859	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505007	6860	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505025	6861	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505010	6862	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505026	6863	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505009	6864	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505027	6865	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505012	6866	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505028	6867	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505011	6868	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505029	6869	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505014	6870	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505030	6871	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505013	6872	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505031	6873	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505016	6874	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505032	6875	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
83	201416505015	6876	BLACKHAWK TRL	MFR-ATTACHED TOWNHOME	0.00	\$	\$	\$	\$	\$ 923.33
84	200040052020	6850	BLACKHAWK TRL	SFR	0.00	\$	21,763.14	\$	\$	21,763.14
85	200040025030		STATE	STATE	15619.36	\$	4,799.83	\$	\$	4,799.83
86	2000400056013		CITY	CITY	60303.31	\$	18,531.21	\$	\$	148,666.62
87	2000400056012		STATE	STATE	17582.90	\$	5,403.22	\$	\$	133,531.14
88	201420101010	6457	BLAINE AVE	MFR-DETACHED TOWNHOME	3415.90	\$	1,049.71	\$	\$	2,232.53
89	201420101020	6465	BLAINE AVE E	MFR-DETACHED TOWNHOME	3357.73	\$	1,031.83	\$	\$	2,214.65
90	201420101030	6471	BLAINE AVE E	MFR-DETACHED TOWNHOME	3330.84	\$	1,023.57	\$	\$	2,206.59
91	201420101040	6479	BLAINE AVE	MFR-DETACHED TOWNHOME	3376.83	\$	1,037.70	\$	\$	2,220.52
92	201420101050	6485	BLAINE AVE	MFR-DETACHED TOWNHOME	3425.79	\$	1,052.75	\$	\$	2,235.57
93	201420101060	6493	BLAINE AVE	MFR-DETACHED TOWNHOME	5341.09	\$	1,641.32	\$	\$	2,824.14
94	201420101070	6499	BLAINE AVE	MFR-DETACHED TOWNHOME	7617.88	\$	2,340.97	\$	\$	3,523.79
95	201420003010	6503	BIXBY WAY	SFR-DETACHED TOWNHOME	10765.40	\$	3,308.21	\$	\$	4,491.03
96	201420003020	6523	BIXBY WAY	SFR-DETACHED TOWNHOME	8489.27	\$	2,608.75	\$	\$	3,791.57
97	201420003030	6543	BIXBY WAY	SFR-DETACHED TOWNHOME	6461.90	\$	1,985.74	\$	\$	3,168.56
98	201420003040	6563	BIXBY WAY	SFR-DETACHED TOWNHOME	4395.89	\$	1,350.86	\$	\$	2,533.68
99	201420003050	6583	BIXBY WAY	SFR-DETACHED TOWNHOME	4352.25	\$	1,337.45	\$	\$	2,520.27
100	201420003060	6603	BIXBY WAY	SFR-DETACHED TOWNHOME	4468.39	\$	1,373.14	\$	\$	2,555.96
101	201420003070	6623	BIXBY WAY	SFR-DETACHED TOWNHOME	4658.68	\$	1,431.61	\$	\$	2,614.43

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MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
102	201420003080	6643	BIXBY WAY	SFR-DETACHED TOWNHOME	4859.60	\$ 1,493.36	\$ -	\$ 1,182.82	\$ -	\$ 2,676.18
103	201420003090	6653	BIXBY WAY	SFR-DETACHED TOWNHOME	5060.48	\$ 1,555.08	\$ -	\$ 1,182.82	\$ -	\$ 2,737.90
104	201420003100	6673	BIXBY WAY	SFR-DETACHED TOWNHOME	5269.20	\$ 1,619.23	\$ -	\$ 1,182.82	\$ -	\$ 2,802.05
105	201420003110	2464	BIXBY WAY	SFR-DETACHED TOWNHOME	5662.45	\$ 1,740.07	\$ -	\$ 1,182.82	\$ -	\$ 2,922.89
106	201420003120	2470	BIXBY WAY	SFR-DETACHED TOWNHOME	6577.73	\$ 2,021.34	\$ -	\$ 1,182.82	\$ -	\$ 3,204.16
107	201420003130	2476	BIXBY WAY	SFR-DETACHED TOWNHOME	5585.34	\$ 1,716.37	\$ -	\$ 1,182.82	\$ -	\$ 2,899.19
108	201420003140	2482	BIXBY WAY	SFR-DETACHED TOWNHOME	5396.32	\$ 1,658.29	\$ -	\$ 1,182.82	\$ -	\$ 2,841.11
109	201420003150	2488	BIXBY WAY	SFR-DETACHED TOWNHOME	5622.26	\$ 1,727.72	\$ -	\$ 1,182.82	\$ -	\$ 2,910.54
110	201420003160	2494	BIXBY WAY	SFR-DETACHED TOWNHOME	9460.62	\$ 2,907.25	\$ -	\$ 1,182.82	\$ -	\$ 4,090.07
111	201420002100	6678	BIXBY WAY	SFR-DETACHED TOWNHOME	10923.14	\$ 3,356.68	\$ -	\$ 1,182.82	\$ -	\$ 4,539.50
112	201420002090	6658	BIXBY WAY	SFR-DETACHED TOWNHOME	8209.28	\$ 2,522.71	\$ -	\$ 1,182.82	\$ -	\$ 3,705.53
113	201420002080	6648	BIXBY WAY	SFR-DETACHED TOWNHOME	8209.31	\$ 2,522.72	\$ -	\$ 1,182.82	\$ -	\$ 3,705.54
114	201420002070	6628	BIXBY WAY	SFR-DETACHED TOWNHOME	8209.31	\$ 2,522.71	\$ -	\$ 1,182.82	\$ -	\$ 3,705.53
115	201420002060	6608	BIXBY WAY	SFR-DETACHED TOWNHOME	8209.28	\$ 2,522.71	\$ -	\$ 1,182.82	\$ -	\$ 3,705.53
116	201420002050	6588	BIXBY WAY	SFR-DETACHED TOWNHOME	8209.30	\$ 2,522.72	\$ -	\$ 1,182.82	\$ -	\$ 3,705.54
117	201420002040	6568	BIXBY WAY	SFR-DETACHED TOWNHOME	8209.30	\$ 2,522.72	\$ -	\$ 1,182.82	\$ -	\$ 3,705.54
118	201420002030	6548	BIXBY WAY	SFR-DETACHED TOWNHOME	8209.30	\$ 2,522.71	\$ -	\$ 1,182.82	\$ -	\$ 3,705.53
119	201420002020	6528	BIXBY AVE	SFR-DETACHED TOWNHOME	8209.26	\$ 2,522.71	\$ -	\$ 1,182.82	\$ -	\$ 3,705.53
120	201420002010	6508	BIXBY AVE	SFR-DETACHED TOWNHOME	12477.14	\$ 3,834.23	\$ -	\$ 1,182.82	\$ -	\$ 5,017.05
121	208130001200	6497	BONNER CT N	SFR-DETACHED TOWNHOME	8153.62	\$ 2,505.61	\$ -	\$ -	\$ -	\$ 2,505.61
122	208130001190	6497	BONNER CT N	SFR	6846.30	\$ 2,103.87	\$ 10,881.57	\$ -	\$ -	\$ 12,985.44
123	208130001180	6491	BONNER CT	SFR-TWINHOME	7018.11	\$ 2,156.67	\$ 10,881.57	\$ -	\$ -	\$ 13,038.24
124	208130001170	6491	BONNER CT	SFR-TWINHOME	8227.05	\$ 2,528.17	\$ 10,881.57	\$ -	\$ -	\$ 13,409.74
125	208130001160	6489	BONNER CT	SFR-TWINHOME	11004.07	\$ 3,381.55	\$ 10,881.57	\$ -	\$ -	\$ 14,263.12
126	208130001150	6487	BONNER CT N	SFR-TWINHOME	14132.30	\$ 4,342.86	\$ 10,881.57	\$ -	\$ -	\$ 15,224.43
127	204860202370	2512	UPPER 64TH CT E	SFR	7370.26	\$ 2,264.88	\$ -	\$ -	\$ -	\$ 2,264.88
128	204860202360	2530	UPPER 64TH CT E	SFR	887.23	\$ 272.65	\$ -	\$ -	\$ -	\$ 272.65
129	208130001140	6485	BONNER CT N	SFR-TWINHOME	4223.24	\$ 1,297.80	\$ 10,881.57	\$ -	\$ -	\$ 12,179.37
130	208130001130	6483	BONNER CT	SFR-TWINHOME	3314.37	\$ 1,018.51	\$ 10,881.57	\$ -	\$ -	\$ 11,900.08
131	208130001120	6481	BONNER CT N	SFR-TWINHOME	3560.61	\$ 1,094.18	\$ 10,881.57	\$ -	\$ -	\$ 11,975.75
132	208130001110	6479	BONNER CT N	SFR-TWINHOME	3794.63	\$ 1,166.09	\$ 10,881.57	\$ -	\$ -	\$ 12,047.66
133	208130001100	6477	BONNER CT N	SFR-TWINHOME	2945.31	\$ 905.09	\$ 10,881.57	\$ -	\$ -	\$ 11,786.66
134	208130001090	6482	BONNER CT N	SFR-TWINHOME	1553.08	\$ 477.26	\$ 10,881.57	\$ -	\$ -	\$ 11,358.83
135	208130001080	6484	BONNER CT	SFR-TWINHOME	5038.12	\$ 1,554.36	\$ 10,881.57	\$ -	\$ -	\$ 12,435.93
136	208130001070	6486	BONNER CT	SFR-TWINHOME	8906.04	\$ 2,736.83	\$ 10,881.57	\$ -	\$ -	\$ 13,618.40
137	208130001060	6488	BONNER CT	SFR-TWINHOME	15416.19	\$ 4,737.39	\$ 10,881.57	\$ -	\$ -	\$ 15,618.96
138	208130001050	6490	BONNER CT	SFR-TWINHOME	10951.10	\$ 3,365.27	\$ 10,881.57	\$ -	\$ -	\$ 14,246.84
139	208130001041	6498	BONNER CT	SFR	18374.98	\$ 5,646.63	\$ 10,881.57	\$ -	\$ -	\$ 16,528.20
140	208130001030	6494	BONNER CT	SFR-TWINHOME	6847.83	\$ 2,104.34	\$ 10,881.57	\$ -	\$ -	\$ 12,985.91
141	208130001020	6492	BONNER CT	SFR-TWINHOME	10617.90	\$ 3,262.88	\$ 10,881.57	\$ -	\$ -	\$ 14,144.45
142	208132501010	6499	BORDEAUX CT	SFR	14342.04	\$ 4,407.31	\$ -	\$ -	\$ 3,068.61	\$ 7,475.92
143	208132501020	6497	BORDEAUX CT	SFR	12997.72	\$ 3,994.20	\$ -	\$ -	\$ 3,068.61	\$ 7,062.81
144	208132501030	6495	BORDEAUX CT	SFR	11128.09	\$ 3,419.66	\$ -	\$ -	\$ 3,068.61	\$ 6,488.27
145	208132501040	6491	BORDEAUX CT	SFR	4265.83	\$ 1,310.89	\$ -	\$ -	\$ 3,068.61	\$ 4,379.50

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 URBAN STREET RECONSTRUCTION - 65TH STREET NEIGHBORHOOD AND CAHILL COURT
 PRELIMINARY ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
146	208132501050	6492	BORDEAUX CT	SFR	3394.40	\$ 1,043.10	\$ -	\$ -	\$ 3,068.61	\$ 4,111.71
147	208132501060	6494	BORDEAUX CT	SFR	2968.31	\$ 912.16	\$ -	\$ -	\$ 3,068.61	\$ 3,980.77
148	208132501070	6496	BORDEAUX CT	SFR	4173.57	\$ 1,282.54	\$ -	\$ -	\$ 3,068.61	\$ 4,351.15
149	208132501080	6498	BORDEAUX CT	SFR	4783.96	\$ 1,470.11	\$ -	\$ -	\$ 3,068.61	\$ 4,538.72
150	208130002222	6501	BONNER CT	SFR-TWINHOME	8227.21	\$ 2,528.22	\$ 10,881.57	\$ -	\$ -	\$ 13,409.79
151	208130002211	6503	BONNER CT	SFR-TWINHOME	6880.04	\$ 2,114.24	\$ 10,881.57	\$ -	\$ -	\$ 12,995.81
152	208130002201	6505	BONNER CT	SFR	15212.81	\$ 4,674.90	\$ 10,881.57	\$ -	\$ -	\$ 15,556.47
153	208130002180	6509	BONNER CT S	SFR-TWINHOME	9574.37	\$ 2,942.20	\$ 10,881.57	\$ -	\$ -	\$ 13,823.77
154	208130002170	6511	BONNER CT S	SFR-TWINHOME	13190.38	\$ 4,053.40	\$ 10,881.57	\$ -	\$ -	\$ 14,934.97
155	208130002161	6512	BONNER CT	SFR	16445.08	\$ 5,053.57	\$ 10,881.57	\$ -	\$ -	\$ 15,935.14
156	208130002141	6510	BONNER CT	SFR	20355.90	\$ 6,255.37	\$ 10,881.57	\$ -	\$ -	\$ 17,136.94
157	208130002121	6508	BONNER CT	SFR	18679.62	\$ 5,740.25	\$ 10,881.57	\$ -	\$ -	\$ 16,621.82
158	208130002100	6504	BONNER CT	SFR-TWINHOME	7771.50	\$ 2,388.18	\$ 10,881.57	\$ -	\$ -	\$ 13,269.75
159	208130002090	6502	BONNER CT	SFR-TWINHOME	10361.97	\$ 3,184.23	\$ 10,881.57	\$ -	\$ -	\$ 14,065.80
160	208130002080	2612	BORDEN WAY	SFR	9189.64	\$ 2,823.98	\$ 10,881.57	\$ -	\$ -	\$ 13,705.55
161	208130002070	2612	BORDEN WAY	SFR-LOT ONLY	6279.52	\$ 1,929.70	\$ -	\$ -	\$ -	\$ 1,929.70
162	208130002060	2620	BORDEN WAY	SFR-LOT ONLY	7657.98	\$ 2,353.30	\$ -	\$ -	\$ -	\$ 2,353.30
163	208130002050	2620	BORDEN WAY	SFR	7657.98	\$ 2,353.30	\$ 10,881.57	\$ -	\$ -	\$ 13,234.87
164	208130002040	2630	BORDEN WAY	SFR	7658.10	\$ 2,353.34	\$ 10,881.57	\$ -	\$ -	\$ 13,234.91
165	208130002030	2630	BORDEN WAY	SFR-LOT ONLY	7658.03	\$ 2,353.31	\$ -	\$ -	\$ -	\$ 2,353.31
166	208130002021	2636	BORDEN WAY	SFR	15998.71	\$ 4,916.40	\$ 10,881.57	\$ -	\$ -	\$ 15,797.97
167	208140101010	2525	67TH CT E	SFR	16407.71	\$ 5,042.09	\$ 10,881.57	\$ -	\$ -	\$ 15,923.66
168	208140101020	2545	67TH CT E	SFR	15000.38	\$ 4,609.62	\$ 10,881.57	\$ -	\$ -	\$ 15,491.19
169	208140101030	2565	67TH CT E	SFR	15000.36	\$ 4,609.61	\$ 10,881.57	\$ -	\$ -	\$ 15,491.18
170	208140101040	2585	67TH CT E	SFR	33769.56	\$ 10,377.39	\$ 10,881.57	\$ -	\$ -	\$ 21,258.96
171	208140101050	2590	67TH CT E	SFR	20673.13	\$ 6,352.85	\$ 10,881.57	\$ -	\$ -	\$ 17,234.42
172	208140101060	2580	67TH CT E	SFR	2030.57	\$ 623.99	\$ 10,881.57	\$ -	\$ -	\$ 11,505.56
173	208140101070	2560	67TH CT E	SFR	6503.91	\$ 1,998.65	\$ 10,881.57	\$ -	\$ -	\$ 12,880.22
174	200040076012	6712	BLAINE AVE E	SFR	9195.93	\$ 2,825.91	\$ 10,881.57	\$ -	\$ -	\$ 13,707.48
175	208130003020	2615	BORDEN WAY	SFR	13999.99	\$ 4,302.20	\$ 10,881.57	\$ -	\$ -	\$ 15,183.77
176	208130003030	2623	BORDEN WAY	SFR	12082.01	\$ 3,712.80	\$ 10,881.57	\$ -	\$ -	\$ 14,594.37
177	208130003040	2629	BORDEN WAY	SFR	12081.93	\$ 3,712.78	\$ 10,881.57	\$ -	\$ -	\$ 14,594.35
178	208130003050	2641	BORDEN WAY	SFR	13656.02	\$ 4,196.49	\$ 10,881.57	\$ -	\$ -	\$ 15,078.06
179	208130003060	2677	BORDEN WAY	SFR	13655.99	\$ 4,196.48	\$ 10,881.57	\$ -	\$ -	\$ 15,078.05
180	208130003070	2685	BORDEN WAY	SFR	12082.03	\$ 3,712.81	\$ 10,881.57	\$ -	\$ -	\$ 14,594.38
181	208130003080	2689	BORDEN WAY	SFR	12082.08	\$ 3,712.82	\$ 10,881.57	\$ -	\$ -	\$ 14,594.39
182	208130003010	2693	BORDEN WAY	SFR	14000.01	\$ 4,302.20	\$ 10,881.57	\$ -	\$ -	\$ 15,183.77
183	208130004130	2644	BORDEN CT	SFR	14481.91	\$ 4,450.29	\$ 10,881.57	\$ -	\$ -	\$ 15,331.86
184	208130004120	2648	BORDEN CT	SFR	12847.90	\$ 3,948.16	\$ 10,881.57	\$ -	\$ -	\$ 14,829.73
185	208130004110	2652	BORDEN CT	SFR	6346.89	\$ 1,950.40	\$ 10,881.57	\$ -	\$ -	\$ 12,831.97
186	208130004100	2656	BORDEN CT	SFR	4343.43	\$ 1,394.74	\$ 10,881.57	\$ -	\$ -	\$ 12,216.31
187	208130004090	2660	BORDEN CT E	SFR	3947.77	\$ 1,213.15	\$ 10,881.57	\$ -	\$ -	\$ 12,094.72
188	208130004080	2664	BORDEN CT	SFR	3734.37	\$ 1,147.57	\$ 10,881.57	\$ -	\$ -	\$ 12,025.14
189	208130004070	2668	BORDEN CT	SFR	4655.57	\$ 1,424.51	\$ 10,881.57	\$ -	\$ -	\$ 12,306.08

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 URBAN STREET RECONSTRUCTION - 65TH STREET NEIGHBORHOOD AND CAHILL COURT
 PRELIMINARY ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
190	2081300040060	2672	BORDEN CT	SFR	4618.10	\$ 1,419.14	\$ 10,881.57	\$ -	\$ -	\$ 12,300.71
191	2081300040050	2676	BORDEN WAY E	SFR	0.00	\$ -	\$ 10,881.57	\$ -	\$ -	\$ 10,881.57
192	2081300040040	2680	BORDEN WAY	SFR	1207.06	\$ 370.93	\$ 10,881.57	\$ -	\$ -	\$ 11,252.50
193	2081300040030	2684	BORDEN WAY	SFR	2442.65	\$ 750.63	\$ 10,881.57	\$ -	\$ -	\$ 11,632.20
194	2081300040020	2688	BORDEN WAY	SFR	1528.92	\$ 469.84	\$ 10,881.57	\$ -	\$ -	\$ 11,351.41
195	2081300040010	2692	BORDEN WAY	SFR	245.10	\$ 75.32	\$ 10,881.57	\$ -	\$ -	\$ 10,956.89
196	200040075018			CITY	0.00	\$ -	\$ -	\$ 162,889.73	\$ -	\$ 162,889.73
197	208140003010			SFR	302.03	\$ 92.81	\$ 21,763.14	\$ -	\$ -	\$ 21,855.95
198	207290001030	6291	CAHILL AVE	COMM	7867.20	\$ 2,417.59	\$ -	\$ 69,469.84	\$ -	\$ 71,887.43
199	207290001020	6307	BURNHAM CIR	COMM	0.00	\$ -	\$ -	\$ 60,511.42	\$ -	\$ 60,511.42
200	207290001010	6291	CAHILL AVE E	COMM	0.00	\$ -	\$ 54,407.85	\$ -	\$ -	\$ 54,407.85
201	208130001010	6485	CAHILL AVE	COMM	0.00	\$ -	\$ -	\$ -	\$ -	\$ 34,362.10
202	208140001070	6505	CAHILL AVE E	COMM	39359.88	\$ 12,095.29	\$ -	\$ 35,274.43	\$ -	\$ 47,369.72
203	208140201010	2940	65TH ST E	COMM	30000.02	\$ 9,219.01	\$ -	\$ 26,886.00	\$ -	\$ 36,105.01
204	208140201020	2900	65TH ST E	COMM	22585.94	\$ 6,940.66	\$ -	\$ 20,241.57	\$ -	\$ 27,182.23
205	208140201030	2900	65TH ST E	COMM	21447.13	\$ 6,590.70	\$ -	\$ 28,368.31	\$ -	\$ 34,959.01
206	208140001010			COMM	41405.36	\$ 12,723.87	\$ -	\$ 57,243.88	\$ -	\$ 69,967.75
207	208140001020	2925	BUCKLEY WAY	COMM	25946.67	\$ 7,973.41	\$ -	\$ 26,029.23	\$ -	\$ 34,002.64
208	208140001030	2925	BUCKLEY WAY	COMM	28449.61	\$ 8,742.56	\$ -	\$ 26,886.00	\$ -	\$ 35,628.56
209	208140001040	2945	BUCKLEY WAY	COMM	35879.33	\$ 11,025.72	\$ -	\$ 26,886.00	\$ -	\$ 37,911.72
210	208140001060	6555	CAHILL AVE E	COMM	23583.43	\$ 7,247.19	\$ -	\$ -	\$ -	\$ 7,247.19
211	208140001050	6575	CAHILL	COMM	2390.13	\$ 734.49	\$ -	\$ 11,077.03	\$ -	\$ 11,811.52
212	208140300020			COMM	13245.55	\$ 4,070.35	\$ -	\$ 93,772.99	\$ -	\$ 97,843.34
213	208140300010			COMM	40079.96	\$ 12,316.57	\$ -	\$ 49,068.74	\$ -	\$ 61,385.31
214	208140002033	2980	BUCKLEY WAY	COMM	31279.90	\$ 9,612.31	\$ -	\$ 29,001.03	\$ -	\$ 38,613.34
215	208140002032	6655	CAHILL	COMM	5072.38	\$ 1,558.74	\$ -	\$ -	\$ -	\$ 1,558.74
216	208140002042	6655	CAHILL	COMM	766.70	\$ 235.61	\$ -	\$ -	\$ -	\$ 235.61
217	208140002043	6655	CAHILL	COMM	8255.23	\$ 2,556.83	\$ -	\$ -	\$ -	\$ 2,556.83
218	208140002044	6655	CAHILL AVE E	COMM	8333.47	\$ 2,560.87	\$ -	\$ -	\$ -	\$ 2,560.87
219	208140302101	6601	BUCKLEY CIR, UNIT 101	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302102	6601	BUCKLEY CIR, UNIT 102	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302103	6601	BUCKLEY CIR, UNIT 103	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302104	6601	BUCKLEY CIR, UNIT 104	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302105	6601	BUCKLEY CIR, UNIT 105	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302106	6601	BUCKLEY CIR, UNIT 106	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302107	6601	BUCKLEY CIR, UNIT 107	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302108	6601	BUCKLEY CIR, UNIT 108	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302109	6601	BUCKLEY CIR, UNIT 109	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302110	6601	BUCKLEY CIR, UNIT 110	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302101	6625	BUCKLEY CIR, UNIT 201	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302102	6625	BUCKLEY CIR, UNIT 202	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302103	6625	BUCKLEY CIR, UNIT 203	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302104	6625	BUCKLEY CIR, UNIT 204	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302105	6625	BUCKLEY CIR, UNIT 205	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80

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 PRELIMINARY ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
219	208140302206	6625	BUCKLEY CIR, UNIT 206	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302207	6625	BUCKLEY CIR, UNIT 207	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302208	6625	BUCKLEY CIR, UNIT 208	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302209	6625	BUCKLEY CIR, UNIT 209	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302210	6625	BUCKLEY CIR, UNIT 210	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302301	6655	BUCKLEY CIR, UNIT 301	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302302	6655	BUCKLEY CIR, UNIT 302	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302303	6655	BUCKLEY CIR, UNIT 303	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302304	6655	BUCKLEY CIR, UNIT 304	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302305	6655	BUCKLEY CIR, UNIT 305	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302306	6655	BUCKLEY CIR, UNIT 306	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302307	6655	BUCKLEY CIR, UNIT 307	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302308	6655	BUCKLEY CIR, UNIT 308	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302309	6655	BUCKLEY CIR, UNIT 309	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302310	6655	BUCKLEY CIR, UNIT 310	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302401	6701	BUCKLEY CIR, UNIT 401	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302402	6701	BUCKLEY CIR, UNIT 402	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302403	6701	BUCKLEY CIR, UNIT 403	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302404	6701	BUCKLEY CIR, UNIT 404	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302405	6701	BUCKLEY CIR, UNIT 405	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302406	6701	BUCKLEY CIR, UNIT 406	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302407	6701	BUCKLEY CIR, UNIT 407	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302408	6701	BUCKLEY CIR, UNIT 408	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302409	6701	BUCKLEY CIR, UNIT 409	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
219	208140302410	6701	BUCKLEY CIR, UNIT 410	MFR-CONDO	1236.63	\$ 380.02	\$ -	\$ 1,702.78	\$ -	\$ 2,082.80
220	201550002001	6600	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	9383.86	\$ 2,883.66	\$ -	\$ 10,826.10	\$ -	\$ 13,709.76
221	201550002002	6610	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	9383.86	\$ 2,883.66	\$ -	\$ 10,826.10	\$ -	\$ 13,709.76
222	201550002003	6620	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	9383.86	\$ 2,883.66	\$ -	\$ 10,826.10	\$ -	\$ 13,709.76
223	201550002005	6630	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	9383.86	\$ 2,883.66	\$ -	\$ 10,826.10	\$ -	\$ 13,709.76
224	201550002006	6640	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	9383.86	\$ 2,883.66	\$ -	\$ 10,826.10	\$ -	\$ 13,709.76
225	201550101010	6650	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	8379.78	\$ 2,575.11	\$ -	\$ 10,826.10	\$ -	\$ 13,709.68
226	201550101020	6660	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	7019.25	\$ 2,157.02	\$ -	\$ 1,027.05	\$ -	\$ 3,184.07
227	201550101030	6670	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	7019.25	\$ 2,157.02	\$ -	\$ 1,027.05	\$ -	\$ 3,184.07
228	201550101040	6680	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	7019.26	\$ 2,157.02	\$ -	\$ 1,027.05	\$ -	\$ 3,184.07
229	201550101050	6690	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	8451.74	\$ 2,597.23	\$ -	\$ 1,027.05	\$ -	\$ 3,624.27
230	201550101070	6700	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	8451.78	\$ 2,597.23	\$ -	\$ 1,027.05	\$ -	\$ 3,624.28
231	201550101080	6710	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	7019.26	\$ 2,157.02	\$ -	\$ 1,027.05	\$ -	\$ 3,184.07
232	201550101090	6720	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	7019.24	\$ 2,157.01	\$ -	\$ 1,027.05	\$ -	\$ 3,184.06
233	201550101100	6730	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	7019.27	\$ 2,157.02	\$ -	\$ 1,027.05	\$ -	\$ 3,184.07
234	201550101110	6740	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	7019.24	\$ 2,157.01	\$ -	\$ 1,027.05	\$ -	\$ 3,184.06
235	201550101120	6750	BUCKLEY CIR	MFR-ATTACHED TOWNHOME	8435.08	\$ 2,592.10	\$ -	\$ 1,027.05	\$ -	\$ 3,619.15
236	200040078011		CITY		5563.38	\$ 1,709.63	\$ -	\$ -	\$ -	\$ 1,709.63
237	208145001024	7561	CAHILL CT	SFR	0.00	\$ -	\$ 10,881.57	\$ -	\$ -	\$ 10,881.57
238	208145001023	7565	CAHILL CT E	SFR-TWINHOME	0.00	\$ -	\$ 21,763.14	\$ -	\$ -	\$ 21,763.14

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 PRELIMINARY ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
239	208145001022	7571	CAHILL CT	SFR	1667.98	\$ 512.57	\$ 10,881.57	\$ -	\$ -	\$ 11,394.14
240	208145001030	7575	CAHILL CT E	SFR	1590.72	\$ 488.83	\$ 10,881.57	\$ -	\$ -	\$ 11,370.40
241	208145001040	7577	CAHILL CT	SFR	0.00	-	\$ 10,881.57	\$ -	\$ -	\$ 10,881.57
242	208145001050	7581	CAHILL CT	SFR	2136.04	\$ 656.40	\$ 10,881.57	\$ -	\$ -	\$ 11,537.97
243	208145001060	7583	CAHILL CT	SFR	2527.18	\$ 776.60	\$ 10,881.57	\$ -	\$ -	\$ 11,658.17
244	208145001070	7587	CAHILL CT	SFR	2688.95	\$ 826.31	\$ 10,881.57	\$ -	\$ -	\$ 11,707.88
245	208145001080	7589	CAHILL CT	SFR	2934.00	\$ 901.62	\$ 10,881.57	\$ -	\$ -	\$ 11,783.19
246	208145001090	7593	CAHILL CT E	SFR	1902.95	\$ 584.78	\$ 10,881.57	\$ -	\$ -	\$ 11,466.35
247	208145001100	7595	CAHILL CT	SFR	6358.54	\$ 1,953.98	\$ 10,881.57	\$ -	\$ -	\$ 12,835.55
248	208145001110	7599	CAHILL CT	SFR	15451.57	\$ 4,748.27	\$ 10,881.57	\$ -	\$ -	\$ 15,629.84
249	208145001120	7601	CAHILL CT	SFR	15285.44	\$ 4,697.22	\$ 10,881.57	\$ -	\$ -	\$ 15,578.79
250	208145001130	7605	CAHILL CT	SFR	18210.19	\$ 5,595.99	\$ 10,881.57	\$ -	\$ -	\$ 16,477.56
251	208145001142	7607	CAHILL CT E	SFR	19684.94	\$ 6,049.18	\$ 10,881.57	\$ -	\$ -	\$ 16,930.75
252	208145001151	7569	CAHILL AVE	SFR	30561.42	\$ 9,391.53	\$ 10,881.57	\$ -	\$ -	\$ 20,273.10
253	200100051020	7653	CAHILL AVE E	SFR	1319.09	\$ 405.36	\$ -	\$ -	\$ -	\$ 405.36
254	200100051030	3075	UPPER 76TH ST E	SFR	11375.98	\$ 3,495.84	\$ -	\$ -	\$ -	\$ 3,495.84
255	200100051040	3085	UPPER 76TH ST E	SFR	9420.25	\$ 2,894.84	\$ -	\$ -	\$ -	\$ 2,894.84
256	200100051050	3097	UPPER 76TH ST E	SFR	9125.63	\$ 2,804.30	\$ -	\$ -	\$ -	\$ 2,804.30
257	200100051070	3080	UPPER 76TH ST E	SFR	759.97	\$ 233.54	\$ -	\$ -	\$ -	\$ 233.54
258	200100051060	3090	UPPER 76TH ST	SFR	517.99	\$ 159.18	\$ -	\$ -	\$ -	\$ 159.18
259	200040055012	6755	BLAINE AVE	SFR	3727.99	\$ 1,145.61	\$ -	\$ -	\$ -	\$ 1,145.61
260	200040055021	6775	BLAINE AVE	SFR	3887.43	\$ 1,194.61	\$ -	\$ -	\$ -	\$ 1,194.61
261	200040055032	6811	BLAINE AVE	SFR	3826.31	\$ 1,175.83	\$ -	\$ -	\$ -	\$ 1,175.83
262	200040055033	6825	BLAINE AVE	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
263	201810005028	6795	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005029	6797	BENTON CIR UNIT 29	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005027	6799	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005026	6801	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005031	6802	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005024	6803	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005025	6805	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005022	6807	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005030	6808	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005032	6810	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005023	6811	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005021	6813	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005033	6814	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005035	6816	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005020	6817	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005018	6819	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005034	6820	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005019	6821	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005037	6822	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005016	6823	BENTON CIR #16	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28

CITY PROJECT NO. 2012-09D
 URBAN STREET RECONSTRUCTION - 65TH STREET NEIGHBORHOOD AND CAHILL COURT
 PRELIMINARY ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
263	201810005036	6824	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005038	6826	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005017	6827	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005001	6827	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005051	6828	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005015	6829	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005002	6829	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005039	6830	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005003	6831	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005040	6832	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005052	6832	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005014	6833	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005005	6833	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005050	6834	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005012	6835	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005049	6836	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005004	6837	BENTON WAY UNIT 4	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005054	6838	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005047	6838	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005013	6839	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005048	6840	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005010	6841	BENTON CIR	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005045	6842	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005007	6845	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005046	6846	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005006	6847	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005044	6848	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005008	6849	BENTON WAY UNIT 8	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005043	6850	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005009	6851	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005041	6852	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005011	6853	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005053	6861	BENTON WAY UNIT 53	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005042	6862	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005055	6863	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005056	6865	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005057	6867	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005058	6871	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005059	6873	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005060	6875	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005062	6877	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005061	6879	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005064	6881	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005063	6883	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28

CITY PROJECT NO. 2012-09D
 URBAN STREET RECONSTRUCTION - 65TH STREET NEIGHBORHOOD AND CAHILL COURT
 PRELIMINARY ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PID	HOUSE NO.	STREET NAME	PROPERTY TYPE	DRAINAGE AREA	DRAINAGE ASSESSMENT	RECONSTRUCTION PER LOT STREET ASSESSMENT	RECONSTRUCTION FF STREET ASSESSMENT	MILL AND OVERLAY PER LOT STREET ASSESSMENT	TOTAL ASSESSMENT PER POLICY
263	201810005065	6885	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005066	6887	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005068	6889	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
263	201810005067	6891	BENTON WAY	MFR-ATTACHED TOWNHOME	111.54	\$ 34.28	\$ -	\$ -	\$ -	\$ 34.28
264	201810103015	6811	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103011	6901	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103009	6902	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103012	6903	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103010	6904	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103013	6905	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103008	6906	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103014	6907	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103007	6908	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103006	6910	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103016	6913	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103005	6914	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103017	6915	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103004	6916	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103003	6918	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103001	6920	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
264	201810103002	6922	BENTON WAY	MFR-ATTACHED TOWNHOME	162.20	\$ 49.84	\$ -	\$ -	\$ -	\$ 49.84
265	200040076011	6734	BLAINE AVE	SFR	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
265	208140100010			CITY						
267	200040082010	6754	BLAINE AVE	SFR	233.05	\$ 71.62	\$ -	\$ -	\$ -	\$ 71.62
268	200040082020	6780	BLAINE AVE	SFR	4535.75	\$ 1,393.84	\$ -	\$ -	\$ -	\$ 1,393.84
269	200040082030	6804	BLAINE AVE	SFR	4398.81	\$ 1,351.75	\$ -	\$ -	\$ -	\$ 1,351.75
270	200040082040	6824	BLAINE AVE	SFR	3952.35	\$ 1,214.56	\$ -	\$ -	\$ -	\$ 1,214.56
271	200040082056	6840	BLAINE AVE	SFR	3759.65	\$ 1,155.34	\$ -	\$ -	\$ -	\$ 1,155.34
272	200040082052	6854	BLAINE AVE	SFR	6626.75	\$ 2,036.40	\$ -	\$ -	\$ -	\$ 2,036.40
273	200040082054	6910	BLAINE AVE	SFR	5589.18	\$ 1,717.56	\$ -	\$ -	\$ -	\$ 1,717.56
274	200040082063	6941	BOOTH AVE	SFR	2298.70	\$ 706.39	\$ -	\$ -	\$ -	\$ 706.39
275	200040082057	6960	BLAINE AVE	SFR	2559.29	\$ 786.47	\$ -	\$ -	\$ -	\$ 786.47
TOTALS:										
					\$ 719,977.19	\$ 1,512,538.23	\$ 1,228,058.14	\$ 61,372.20	\$ 3,521,945.76	

Map Number 32 is being assessed for 1 single family lot and 4 potentially-developed single family lot (\$10,881.51 per lot per policy and \$4,000 per lot capped). Map Number 84 is being assessed for 1 single family lot and 1 potentially-developed single family lot (\$10,881.51 per lot per policy and \$2,000 per lot capped). Map Number 197 is being assessed for 1 single family lot and 1 potentially-developed single family lot (\$10,881.51 per lot per policy and \$5,000 per lot capped).

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering the Project, Authorizing and Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.)

Meeting Date: January 23, 2012
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAS

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

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project, authorizing and approving the plans and specifications, and authorizing advertisement for bids for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.)

SUMMARY

The project was initiated by the City Council as part of the City's Pavement Management Program (PMP). The project involves roadway reconstruction, including bituminous pavement reclamation, subgrade excavation and correction, granular subgrade, aggregate base, bituminous pavement, curb and gutter removal and replacement; driveway reconstruction; concrete sidewalk replacement and repair; drainage improvements including storm sewer and appurtenances; water main repair and replacement as necessary, including hydrant/valve replacement and appurtenances; sanitary sewer repairs and replacement as necessary; soil disposal at various City sites; milling and overlaying of existing pavement; restoration and appurtenances. The street segments included in the project are shown on the attached map and are as listed:

The mill and overlay portion will include: Bordeaux Ct from 65th Street to its north terminus, and 68th Street from Babcock Trail to Barnes Avenue.

The reconstruction portion will include: 65th Street from Babcock Trail to Cahill Avenue, Buckley Way from 65th Street to Cahill Avenue, Buckley Circle from Buckley Way to its south terminus, Borden Way from 65th Street to 65th Street, Borden Court from Borden Way to its south terminus, Bonner Ct south from 65th Street to its south terminus, Bonner Ct north from 65th Street to its north terminus, Barbara Avenue from 65th Street to 67th Street, 67th Street from Babcock Trail to its east terminus, 68th Street from Barnes Avenue to its east terminus, Barnes Avenue from 67th Street to 68th Street, and Cahill Court from Cahill Avenue to its west terminus.

The total estimated project cost is \$6,767,034. The amount of state aid funds currently proposed to be allocated to the project is \$2,734,500. The total amount proposed to be assessed is \$3,391,153 per the PMP policy.

A) Project Components

- 12,567 LF of street reconstruction
- 1,053 LF of mill and overlay of pavement
- Repair or replacement of a sidewalk on the south side of 65th Street
- Proper handling and disposal of soils or debris for street reconstruction within the "Rubbish Ranch" area
- Repairs and replacement to the sewer and water systems as necessary
- Replacement of surmountable curb with barrier curb
- Hauling of suitable excess fill to City-owned sites as designated
- Drainage improvements for 65th Street to meet state aid requirements
- Drainage improvements and storm sewer replacement for reconstruction streets, outfalls, and pond inlets.
- Addition of draintile to all reconstruction streets
- Sump pump discharge facilities as necessary

B) Public Information Meeting

On January 12, 2012 a general public informational meeting was held for the project. The meeting was conducted in two sessions, from 5:00 to 6:45 pm and then 6:45 to 8:30 pm. During the second session, the City Engineer held a group discussion with the Cahill Court residents present. Information related to street construction was presented by staff and then discussed. A total of 24 residents attended the meeting, 16 in first session and 8 in second session. General comments related to the project included the following:

- the people in attendance were supportive of the 65th Street project because the streets are in rough condition
- several residents were concerned that 65th Street is being rebuilt after just 20 years in which some residents were assessed for such improvements
- a business owner requested staff to review drainage improvements on his property; staff will review to verify if a drainage credit is warranted
- a resident was disappointed rain gardens are not part of the project
- a resident prefers to have seeding rather than sodding
- four residents from 67th Court feel the proposed drainage assessment is excessive in relation to the benefit they are receiving
- residents were concerned about street parking availability at Lions Park during construction
- resident at end of Borden Court is concerned about storm outlet erosion on a slope adjacent to their property; they would like it corrected because the erosion is close to impacting their property
- Borden Court has three graduation parties this spring; they would like the City to take this into consideration when phasing/scheduling the project
- property owners in cul-de-sacs and businesses in the commercial district had concerns about construction impact, access, driveway availability and Saturday work
- Property owners were in favor of the caps being upheld per the appraiser's benefit analysis
- The "Rubbish Ranch" and potential contaminants was brought up by local businesses and discussed
- Concerns over mailbox access and garbage hauling were discussed

- Potential parking availability at Good Shepherd Church (with the church's approval) was discussed
- Discussion concerning the mill and overlay assessment cap being similar to that for the the reconstruction portion of the project

C) Potential Assessments

The estimated assessment for street reconstruction is \$10,881.51 per single family residential parcel, per policy. When the assessment for drainage is added, the total assessment increases up to \$32,200 per single-family and twin home parcels. The commercial property assessments range from \$240 to \$98,000, with a typical range from \$35,000 to \$75,000. Some of the commercial properties are above \$1 per square foot.

The following summarizes the number of parcels to be assessed:

Single-family, Twinhomes, Detached Townhomes (streets and drainage)	38
Single-family homes, Twinhomes, Detached Townhomes (drainage only).....	56
Multi-family.....	95
Multi-family (Senior housing)	174
Commercial	21
City/State parcels.....	8

The appraisal analysis that was completed by Metzen Appraisals presented the following opinion of sustainable benefit to properties:

Single Family:	\$4,000/parcel (west of TH 52)
Single Family:	\$5,000/parcel (east of TH 52)
Single Family (Indirect Access):	\$2,000/parcel (west of TH 52)

Twinhome/Detached Townhome:..... Same as Single Family

Twinhome (Indirect Access):..... \$2,500/unit

Duplex with Single PIN:..... \$7,500/ parcel

Multi-Family:

Condo/Sr. Housing	\$2,000/unit
Attached Townhomes.....	\$2,500/unit
Attached Townhomes (Indirect Access)	\$1,250/unit

Commercial:..... up to \$1/SF

Developable Land:..... Single Family Equivalent per Potential Parcel(s)

Drainage:..... 100 percent of Appraised Benefit

If these appraisal recommendations are followed, the proposed total project assessment would be reduced to \$2,000,275.

D) Recommendations

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

I recommend approval of the resolution ordering the project, authorizing and approving the plans and specifications, and authorizing advertisement for bids for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.).

TJK/kf

Attachments: Area Map
Preliminary Assessment Roll
Resolution

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

McDONALDS – Case No. 12-04PDA

Meeting Date: April 9, 2012
 Item Type: Regular
 Contact:  Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Planned Unit Development Amendment** to change the site, grading and elevation plans for remodeling of the McDonalds restaurant located at 3075 80th Street.

- Requires a 3/5th's vote.
- 60-day deadline: April 15, 2012 (first 60-days)

SUMMARY

The applicant is requesting a PUD amendment to change the approved site, grading, and elevation plans to alter the drive through and change the exterior of the existing McDonalds building. The existing drive-through is a single lane; the applicant is proposing to change this to a double lane drive-through. In order to have enough space for the double drive-through the north entrance to the property would be closed, leaving only the existing access point on the east side of the property. The changes to the drive-through would eliminate 14 parking spaces; however, the overall parking would still exceed the minimum amount required by zoning code. The proposed building materials would comply with the PUD and zoning code requirements. Engineering is working with the applicant on grading requirements and the Fire Marshal has no concerns in closing the northern access.

Planning Staff: Based on the information provided staff recommends approval of the PUD amendment with the five conditions listed in the attached resolution.

Planning Commission: At the March 20, 2012 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (7-0).

Attachments: Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO
CHANGE THE APPROVED SITE, GRADING, AND ELEVATION PLANS FOR
REMODELING OF THE McDONALDS RESTAURANT LOCATED AT 3075 80TH STREET**

**CASE NO. 12-04PDA
(McDonalds)**

WHEREAS, a PUD Amendment application has been submitted to the City for property located at 3075 – 80th Street and legally described as;

Lot 3, Block 1, Simley Lake 2nd Addition, Dakota County, Minnesota, according to the recorded plat thereof

WHEREAS, the afore described property is zoned PUD, Planned Unit Development;

WHEREAS, a public hearing concerning the amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on March 20, 2012;

WHEREAS, the applicant is requesting to amend the approved site, grading, and elevation plans to change the drive-through and remodel the building;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the PUD Development Plan Amendment to change the approved site, grading, and elevation plans is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan
Elevation Plan
Grading Plan

dated: 02-16-12
dated: 12-30-11
dated: 02-16-12

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. Prior to the issuance of a building permit, an Engineering cash escrow shall be submitted to the City to ensure the proper construction of the improvements.
4. The developer shall meet all the conditions outlined in the City Engineers review letter and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control plans shall be approved by the City Engineer.
5. All final development plans shall be subject to the review and approval of the City Fire Marshal and Inspections Department.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 9th day of April, 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: March 20, 2012
SUBJECT: McDONALDS – CASE NO. 12-04PDA

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a Planned Unit Development Amendment to change the site plan and elevation plan for remodeling of the McDonalds restaurant located at 3075 – 80th Street. 48 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a PUD amendment to change the approved site, grading, and elevation plans to alter the drive through and change the exterior of the building. The existing drive-through is a single lane; the applicant is proposing to change this to a double lane drive-through. In order to have enough space for the double drive-through the north entrance to the property would be closed, leaving only the existing access point on the east side of the property. The proposed materials for the exterior of the building would be similar to the Cub Foods building and the strip mall to the north and would comply with the zoning code requirements. The changes to the drive-through would eliminate 14 parking spaces; however, the overall parking would still exceed the minimum amount required by zoning code. Engineering is working with the applicant on grading requirements and the Fire Marshal has no concerns in closing the northern access. Staff received one email in support of the request. Staff recommends approval of the request with the five conditions listed in the report.

Opening of Public Hearing

Eric Kellogg, Landform Engineering, stated he represented the McDonalds project and was available to answer any questions.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report.

Mr. Kellogg replied in the affirmative.

Commissioner Wippermann asked if the building would be expanded.

Mr. Kellogg replied it would not.

Commissioner Simon asked if the conditions listed in the report addressed the engineering concerns.

Ms. Botten replied in the affirmative.

Planning Commission Recommendation

Recommendation to City Council

March 20, 2012

Page 2

Motion by Commissioner Wippermann, second by Commissioner Lissarrague, to approve the request for a Planned Unit Development Amendment to change the site, grading and elevation plans for remodeling of the McDonalds restaurant located at 3075 – 80th Street, with the five conditions listed in the report.

Motion carried (7/0). This item goes to the City Council on April 9, 2012.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: March 13, 2012

CASE NO: 12-04PDA

HEARING DATE: March 20, 2012

APPLICANT and PROPERTY OWNER: McDonald's

REQUEST: A planned unit development amendment to change the approved site plan, grading plan and elevation plan for a remodel of the McDonald's restaurant

LOCATION: 3075 – 80th Street

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: PUD, Planned Unit Development

REVIEWING DIVISIONS: Planning

PREPARED BY:  Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a PUD amendment to change the approved site, grading, and elevation plans to alter the drive through and change the exterior of the building. The existing drive through is single lane; the applicant is proposing to change this to a double lane drive through. In order to have enough space for the double drive through the north entrance to the property would be closed and the access point on the east side of the property would be the only access. The applicant has stated that 60% of business is done at the drive through windows; adding the double drive through will speed up service and reduce the amount of vehicle stacking of people waiting in line to order.

The applicant is also proposing to modernize the exterior of the building. The Cahill Plaza PUD was approved with specific building elevations for each of the buildings on site; therefore any changes would trigger an amendment. The proposed building materials would be similar to the Cub foods building and the strip mall. The color scheme is mostly a russet/brown color with silver and yellow accent colors.

The specific request consists of the following:

- A.) A **Planned Unit Development Amendment** to change the site plan, grading plan and elevation plan for remodeling of the existing Mc Donald's restaurant.

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North	Parking lot; zoned PUD; guided CC, Community Commercial
East	Cub; zoned PUD; guided CC, Community Commercial
South	Simley Pond; zoned P; guided Public Open Space
West	Danner/strip mall; zoned B-3/B-2 General and Neighborhood Business; guided CC, Community Commercial

SITE PLAN REVIEW

Building Setbacks. The footprint of the building is not changing.

Parking Lot. The changes to the drive through would eliminate 14 parking spaces. Even though 14 spaces would be eliminated overall the parking would exceed the minimum amount required by zoning code. The applicant has stated that the reduction in parking would not have a negative impact to their business as the majority of business is done at the drive through.

Lot Coverage. Adding the additional drive through the applicants would be creating a small green space overall reducing the amount of impervious surface on the property a few hundred square feet.

Access. The applicant is proposing to close the north access point. There would only be one access point on the east side of the property. Eliminating the north access would not have a negative impact to traffic flow, safety, or visibility of vehicle circulation.

Lighting. Lighting on the property is not changing. The source of lights shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Exterior Building Materials. The proposed exterior is mostly a russet/brown color with silver and yellow accent colors. The building materials would be similar to the Cub foods building and the strip mall, complying with the PUD and zoning code requirements.

Signage. The site improvements include new signage. Signage is not approved as part of the PUD request. A building permit is required for any new signs or changes to the existing signs.

Engineering. The proposed plans indicate no changes to existing sewer, water, and storm water facilities. Engineering is working with the applicant on grading requirements. The proposed site plan decreases the amount of hard surface on the property. Engineering has made some recommendations on conditions that should be added to the approval. These conditions are included in the list of conditions at the end of this report. The applicant shall continue to work with the City to secure final approval of a grading plan.

Other Department Review. Building Inspections and Fire take no exception to the request. All construction plans shall be subject to the review and approval of a complete building permit.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of a **Planned Unit Development Amendment** to change the site, grading, and elevation plans for a remodel of the existing building subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated: 02-16-12
Elevation Plan	dated: 12-30-11
Grading Plan	dated: TBD

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. Prior to the issuance of a building permit, an Engineering cash escrow shall be submitted to the City to ensure the proper construction of the improvements.
4. The developer shall meet all the conditions outlined in the City Engineers review letter and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control plans shall be approved by the City Engineer.
5. All final development plans shall be subject to the review and approval of the City Fire Marshal and Inspections Department.

B. **Denial.** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

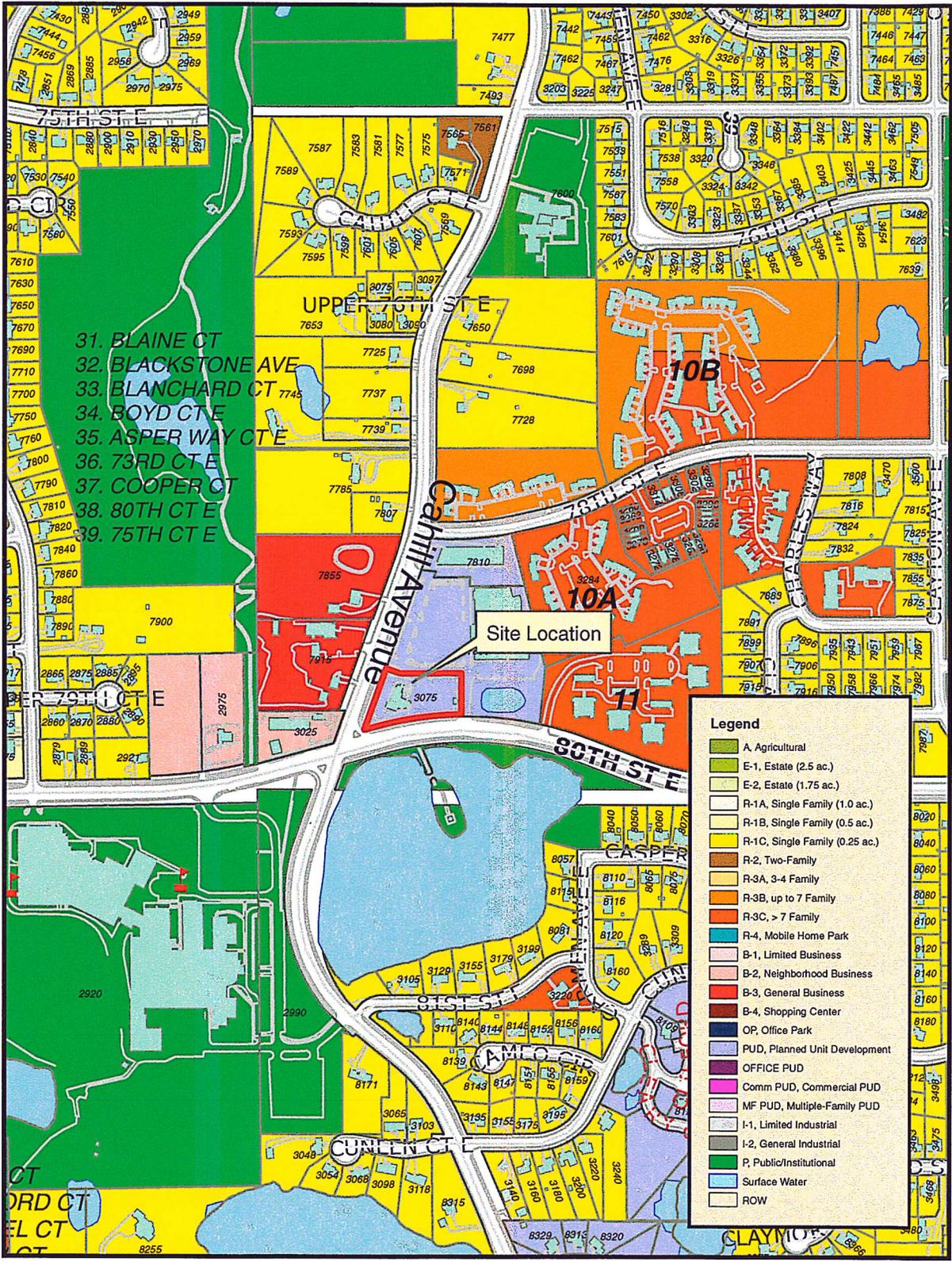
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the planned unit development amendment.

- Attachments: Zoning/Location Map
Narrative
Site Plan
Building Elevation
Color Rendering of Building
E-mail from resident



McDonalds Case No. 12-04PDA



- 31. BLAINE CT
- 32. BLACKSTONE AVE
- 33. BLANCHARD CT
- 34. BOYD CTE
- 35. ASPER WAY CTE
- 36. 73RD CTE
- 37. COOPER CT
- 38. 80TH CT E
- 39. 75TH CT E



Exhibit A
Zoning and Location Map

INTRODUCTION

On behalf of McDonald's USA LLC ("McDonald's"), Landform is pleased to submit this application for a PUD Amendment to allow the use for a new double drive through layout on the current McDonalds at 3075 80th Street. Please see the attached documents for the existing and proposed plans. Also attached are the new elevations of the proposed exterior remodel of McDonalds. We are excited about the improvements proposed for this site and look forward to working with you.

SUMMARY

We respectfully request approval of the PUD Amendment to allow site improvements of the McDonald's restaurant at 3075 80th Street E.

CONTACT INFORMATION

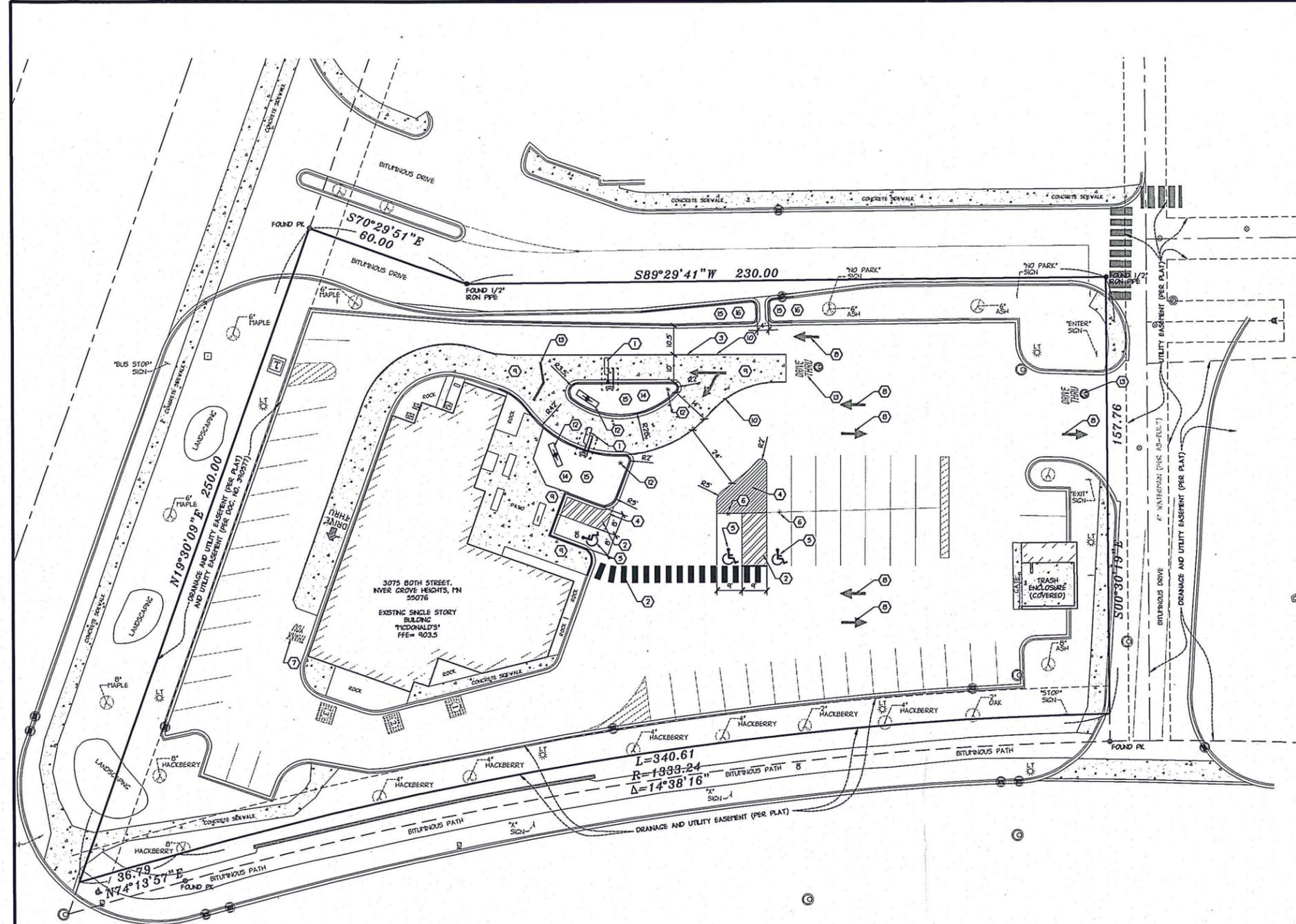
This document was prepared by:

Landform

105 South Fifth Street, Suite 513

Minneapolis, MN 55330

Any additional questions regarding this application can be directed to Eric Kellogg at ekellogg@landform.net or 612.638.0242.



SITE CONSTRUCTION NOTES

- 1 DETECTOR LOOP
- 2 STRIPED TO MEET A.D.A. ACCESSIBLE REQUIREMENTS.
- 3 EDGE OF CONCRETE AT DRIVE-THRU
- 4 PAINT 4" WIDE STRIPE. (WHITE)
- 5 STATE AND ADA APPROVED PAINTED ACCESSIBLE SYMBOL. 3'-6" DIA (WHITE) CT.1/1.
- 6 STATE AND ADA APPROVED ACCESSIBLE SIGN AND BOLLARDS PER DETAIL CT.1/1.
- 7 PAINTED LETTERS - P15-123, YELLOW
- 8 PAINTED GRAPHICS - WHITE
- 9 CONCRETE DRIVE APRONS AND SLABS.
- 10 6" WIDE PAINTED STRIPE. P15-123 YELLOW.
- 11 1'-0" WIDE PAINTED DIRECTIONAL ARROWS. P15-123 YELLOW. SEE McDONALD'S PROJECT MANAGER FOR DETAILS.
- 12 DRIVE-THRU SIGNAGE - SEE McDONALD'S PROJECT MANAGER
- 13 PAINTED GRAPHICS - P15-123, YELLOW.
- 14 COORDINATE WITH McDONALD'S ACTION ON USE OF WOOD OR ROCK MULCH IN ISLAND.
- 15 NEW PERVIOUS AREA
- 16 NEW TURF AREA

AREA SUMMARY

EXISTING PERVIOUS = 11,721 S.F.
 EXISTING IMPVIOUS = 46,512 S.F.
 PROPOSED PERVIOUS = 12,052 S.F.
 PROPOSED IMPVIOUS = 46,811 S.F.

PARKING SUMMARY

PROVIDED PARKING:	
STANDARD STALLS	49 EA.
ACCESSIBLE STALLS	3 EA.
TOTAL PARKING STALLS PROVIDED	52 EA.

REV	DATE	DESCRIPTION
1	12/16/2011	CONCEPT PLAN
2	2/16/2012	CITY SUBMITTAL

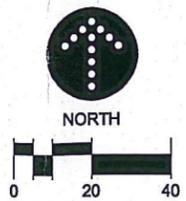
CERTIFICATION
 I hereby certify that the engineering documents were prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

NOT FOR CONSTRUCTION
 DATE: 2/16/12

License number: PE 46224

McDONALD'S USA, LLC.
 THESE DRAWINGS AND SPECIFICATIONS ARE THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF McDONALD'S. NO PART OF THESE DRAWINGS OR SPECIFICATIONS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF McDONALD'S. ANY REPRODUCTION OF THESE DRAWINGS OR SPECIFICATIONS FOR ANY OTHER PROJECT IS NOT AUTHORIZED.

DRAWN BY CNC/EMK	STATE MN
PROJ. ISSUED	COUNTY
REVIEWED BY EMK/DC	CITY INNER GROVE HEIGHTS
DATE REVIEWED 2/16/2012	STREET ADDRESS 3075 80th St E
DATE ISSUED 2/16/2012	SHEET NAME SITE PLAN
OFFICE ADDRESS 1650 W. 82ND STREET #100 BLOOMINGTON, MINNESOTA 55431-8888 (952)-864-4355	NATIONAL NUMBER
	STATE NUMBER



LANDFORM
 From Site to Finish
 105 South Fifth Avenue Suite 513 Minneapolis, MN 55401
 Tel: 612-252-9070 Fax: 612-252-9077 Web: landform.net

Heather Botten

From: msleeshoe@aol.com
Sent: Friday, March 09, 2012 7:27 AM
To: Heather Botten
Subject: McDonalds

Ms Botten:

It is always heartwarming to know a successful business is nearby and interested in improvement.

We say "GO FOR IT".

Respectfully,

Bob and Nancy Jorissen
3285 80th St. E. #402

651-455-7488

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2012 Improvement Program, City Project No. 2011-04 – 93rd Street Extension

Meeting Date: April 9, 2012
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2571
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the feasibility report, authorizing preparation of plans and specifications, and scheduling a public hearing for the 2012 Improvement Program, City Project No. 2011-04 – 93rd Street Extension.

SUMMARY

The project was initiated in response to a petition signed by 11 residents that live on 90th Street East. The project location is in an existing right of way easement on 93rd Street East between Abigail Court and 90th Street East. The project consists of partial clearing of right of way, select granular, aggregate base, bituminous paving, concrete curb and gutter, grading, drainage improvements, restoration, and appurtenances. This is a new street construction project with 100% assessment to benefitting properties.

An informational meeting was held with the neighborhood on December 13, 2011. Eight (8) residents representing eight (8) parcels attended the meeting. Five (5) of the residents were from parcels that signed the petition, one (1) of the residents lives on 90th Street but was not on the petition, and the other two (2) residents live adjacent to the road being constructed.

Main points of discussion included:

- Assessment methodology was discussed. Equal per-lot assessments would be levied to the petitioning owners by agreement.
- Residents were supportive of the project but felt that the assessments were high for the “non-ghost lot” scenario.
- A resident pointed out that one of the parcels is currently in the Green Acres program. The City would be responsible for carrying any deferral assessments on the Green Acres parcels.
- Barrier curb is proposed but the City would be open to surmountable curb.
- Several of the residents inquired about the bypass lane funds set aside when the Hillside Woods plat was developed.

- The need for easements was noted on the Green Acre parcel at 1248 90th Street East and the parcel at 1240 90th Street East.

The Feasibility Study indicates that \$179,995 will be assessed to benefitted properties with no City funds needed.

I recommend passage of the resolution accepting the feasibility report, authorizing preparation of plans and specifications and calling for a public hearing on May 14, 2012. The Council should also authorize the City Attorney to draft improvement agreements for the residents to execute to indicate a waiver of assessment appeal and cost allocations. Notices for the hearing will be sent to the petitioners and residents of the Hillside Woods subdivision which includes 93rd Street and Abigail Court.

TJK/kf

Attachments: Feasibility Study
Resolution

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

RESOLUTION RECEIVING THE FEASIBILITY REPORT FOR THE 2012 IMPROVEMENT PROGRAM, CITY PROJECT NO. 2011-04 – 93RD STREET EXTENSION, AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS, AND SCHEDULING A PUBLIC HEARING

RESOLUTION NO. _____

WHEREAS, a feasibility report has been prepared by the Director of Public Works with reference to the 2012 Improvement Program for the following project:

<u>Project No.</u>	<u>Improvement</u>
2011-04	Partial clearing of right of way, select granular, aggregate base, bituminous paving, concrete curb and gutter, grading, drainage improvements, restoration, and appurtenances.

Area

The existing right of way easement located on 93rd Street East between Abigail Court and 90th Street East.

Said report is hereby received by the City Council of the City of Inver Grove Heights on April 9, 2012.

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$179,995.00.
2. The City's Engineering Division is hereby designated as the Engineer for the project and shall prepare the final plans and specifications for the project.
3. A public hearing will be held on such improvements at 7:30 p.m. on Monday, May 14, 2012 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 9th day of April 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

5.

CITY OF INVER GROVE HEIGHTS

2011 IMPROVEMENT PROGRAM

**CITY PROJECT 2011-04
93RD STREET EXTENSION**

FEASIBILITY REPORT

**I hereby certify that this feasibility report was prepared by me or under my direct supervision and I am a
duly Registered Engineer under the laws of the State of Minnesota.**



**Thomas J. Kaldunski, P.E.
Registration No. 16798**

February 9, 2012

FEASIBILITY REPORT

2011 IMPROVEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

CITY PROJECT NO. 2011-04 93RD STREET EXTENSION

FEBRUARY 9, 2012

- LOCATION:** 93rd Street from Abigail Court to 90th Street East.
- IMPROVEMENTS:** Roadway extension to include Partial Clearing of Right-of-way, Select Granular, Aggregate Base, Bituminous Paving, Concrete Curb and Gutter, Grading, Drainage Improvements, Restoration, and Appurtenances.
- INITIATION:** This project is initiated in response to a petition signed by 11 residents that live on 90th Street East. A copy of the petition is attached (Exhibit 1). These residents provided \$1,500 for the preparation of a feasibility study.
- OWNERS ABUTTING:** Eleven (11) single family parcels. Parcel 6 could be further subdivided into 2 lots (Exhibit 5).
- ISSUES:** In 1991, an easement was put in place for the purposes of road right-of-way from Abigail Court to 90th Street East. A copy of the easement is attached (Exhibit 2). 90th Street East is a private gravel road which connects to Aralia Court.
- The City's standard local street cross section consists of 4 inches of bituminous pavement, on 6 inches of crushed aggregate base, on 24 inches of sand, with concrete curb and gutter. Staff recommends constructing a turnaround hammer at the end of 93rd Street East on 90th Street East. A preliminary plan sheet for the project is attached (Exhibit 3).
- Staff is recommending a street width of 28 feet face-of-curb to face-of-curb from Abigail Court to 90th Street East. The turnaround hammer on 90th Street would have a street width of 28 feet from edge-of-pavement to edge-of-pavement, graded to drain to the east.
- EXISTING CONDITIONS:** The 93rd Street segment from Abigail Court to 90th Street does not currently exist; however, an easement exists.
- The private road (90th Street) has varying widths of easement from Aralia Court to the south terminus. It is gravel surfaced and is maintained by the private parties that have petitioned for the feasibility study. A power line exists along the west side of the easement. The petitioning parties currently access their parcels via a private street.

The Fire Marshall has reviewed the area and believes this street looping from Abigail Court will be beneficial to the area.

UTILITIES: No municipal sewer and water utilities will be included in this project. Some drainage infrastructure will be installed at the intersection of 90th Street and 93rd Street.

RIGHT-OF-WAY: The existing 60 foot right-of-way easement is adequate for construction of the proposed 93rd Street improvements. The existing 66 foot easement on 90th Street is adequate for the hammerhead turnaround and the proposed ditch construction. See attached plan view (Exhibit 4).

EASEMENTS: A drainage easement is needed to preserve a ponding area on 1248 90th Street. A review of the project and information received at the informational meetings indicate the existence of a low area on the property. See the attached map (Exhibit 4). The area that would be preserved by a drainage easement is not farmed currently. The city will need to acquire this 110 foot by 210 foot area (23,100 square feet). In addition, a 30 foot wide easement would be required from 90th Street to the ponding area along the south property line of 1248 90th Street. This area is estimated at 8,400 square feet.

The estimated value of these easements is \$17,000, based on the county tax appraisal data. The parcel is in the Green Acres tax program.

A small easement (15 foot by 60 foot) is needed for the ponding area at 1240 90th Street. The estimated value of this easement is \$500.

FEASIBILITY: The improvement project as proposed is necessary, and technically feasible. The project, and project elements, should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served. If this project is ordered the City will bid the project in accordance with the Chapter 429 process. Staff would not recommend advancing the project until all benefitting property owners execute an agreement to waive their right to appeal the assessment for the project.

SCHEDULE:

Council Receives Feasibility Report and Orders	
Public Improvement Hearing.....	April 9, 2012
Public Improvement Hearing and Council Orders	
Public Improvement Project, Authorizes and Approves	
Plans and Specifications, and Authorizes	
Advertisement for Bids.....	May 14, 2012
First Advertisement for Bids	June 10, 2012
Bid Opening	July 2, 2012
Council Considers Contract Award.....	July 9, 2012
Construction Complete.....	Fall 2012

FINANCING:

<u>Estimated Costs</u>	
Construction	\$117,750
Construction Contingency	\$11,775
Engineering	\$17,663
Fiscal	\$1,177
Legal	\$1,177
Administration	\$3,533
Right-of-Way	0
Easements	\$17,500
Capitalized Interest	<u>\$9,420</u>

Total Estimated Project Cost: **\$179,995**

The total project cost includes the following items at a percentage of the construction cost: 10% construction contingency, 15% engineering, 1% fiscal, 1% legal, 3% administrative, and 8% capitalized interest. (Refer to Table 1).

PROJECT FUNDING:

The street construction cost will be entirely funded from special assessments to the benefitted properties in accordance with Minnesota Statutes Chapter 429.

The project will be assessed to the properties that petitioned the City for the project on 90th Street. The property owners will need to sign waiver of assessment appeal agreements and agree to pay the proposed assessments. The two properties adjacent to the easement for the project will not be assessed per the City assessment policy.

The property owner at 1248 90th Street has informed the City of the green acres status of the property. The City may assess green acres property, per state statute; however, payment of the assessment will be deferred until the green acres status is removed. This does affect the cash flow of the project and the amount that the City will eventually need to levy to repay the bonds in a timely fashion. The green acres parcel has an ability to be subdivided and developed. Option 2 of the preliminary assessment roll assumes that the green acres parcel would be subdivided into 2 parcels along 90th Street. This parcel could be subdivided further if 93rd Street was extended east of 90th Street.

The proposed assessment roll is attached (Table 2). The assessment roll illustrates 100% assessment of the improvements for the new road. Option 1 assumes that no parcels are subdivided. Option 2 assumes parcel 6 is subdivided. The preliminary assessment map is attached (Exhibit 6).

ESTIMATED TOTAL STREET ASSESSMENT **\$179,995**

Exhibit 1

We the undersigned residents of Inver Grove Heights do hereby petition the city to do a feasibility study of extending 93RD street approximately 400 feet to intersect with the private road that serves our properties, terminating in a cull de sac.

We commit to paying approximately \$150 each to fund the study. Our names appear in alphabetical order.

James E. Brown, 1186 90TH St. East

James E. Brown

Michael F. Demars, 1250 90TH St. East

Michael F. Demars

Gordon & Maureen Leach, 1240 90TH St. East

Gordon Leach *Maureen Leach*

Nancy J. Marstad, 1242 90TH St. East

Nancy J. Marstad *Nancy J. Marstad*

Thomond & Demaris O'Brien, PIN: 20-02000-040-26

Thomond O'Brien *Demaris O'Brien*

Lynn A. O'Leary, 1258 90TH St. East

Lynn A. O'Leary

Daniel J. Radford, 1244 90TH St. East

Daniel J. Radford

Orpha E. Radford, 1246 90TH St. East

Orpha E. Radford

Glenn D. & Rosalie A. Stoerzinger, 1252 90TH St. East

Glenn D. Stoerzinger *Rosalie A. Stoerzinger*

Kenneth Wood, 1254 90TH St. East

Kenneth Wood *Billing Wood*

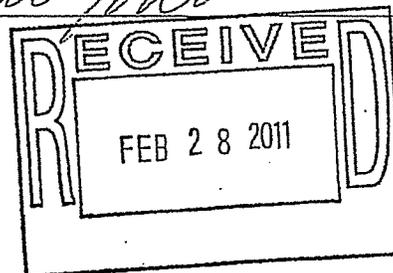
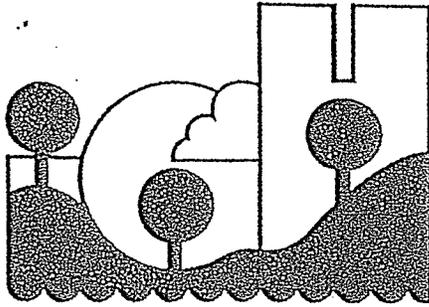


Exhibit 2

1025763



Inver Grove Heights

8150 Barbara Avenue
Inver Grove Heights, Minnesota 55075
(612) 457-2111

STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

This is to certify that the attached copy of Easement Agreement between Wayne D. and Evelyn J. Stoerzinger and the City of Inver Grove Heights, a non-exclusive permanent easement for roadway and utility purposes, located on Lots 3 and 4, Block 1, HILLSIDE WOODS, Dakota County, Minnesota,

is a true and correct copy of the original on file in the office of the City Clerk, City of Inver Grove Heights.

Loretta Garrity

Loretta Garrity, Deputy City Clerk

DATED: January 24, 1992

(SEAL)

EASEMENT AGREEMENT

THIS INDENTURE, Made this 30th day of October, 1991, between Wayne D. and Evelyn J. Stoerzinger, husband and wife, of the County of Dakota, State of Minnesota, herein referred to as the Landowners, and the CITY OF INVER GROVE HEIGHTS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City",

WITNESSETH:

That the said Landowners in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the said City, its successors and assigns, forever, a non-exclusive permanent easement and right-of-way for roadway and utility purposes, described as follows:

A non-exclusive permanent easement for roadway and utility purposes over, under and across that part of Lots 3 and 4, Block 1, HILLSIDE WOODS, according to the recorded plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, being a 60.00 foot strip of land the center line of which is described as follows:

Beginning at the most northerly corner of said Lot 4; thence southwesterly along the line between said Lots 3 and 4 a distance of 339.72 feet to the northwest corner of said Lot 4 and there terminating.

The sidelines of said strip are to be prolonged or shortened so as to begin on the east line of said Lots 3 and 4 and so as to terminate on the southerly line of said Lot 3 and the west line of said Lot 4.

EXEMPT FROM STATE DEED TAX

Including the right of said City, its contractors, agents and servants to enter upon said premises at all reasonable times to construct, reconstruct, inspect, repair and maintain the above improvements and any underground pipes, conduits, and/or mains of and for said City's sewer system and/or water distribution system over, under, across and through said premises together with the right to excavate and refill ditches and/or trenches for the location of said pipes, conduits and/or mains and the further right to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipes, conduits, and/or mains.

1025763

OFFICE OF THE COUNTY
RECORDER—DAKOTA COUNTY, MN.

CERTIFIED THAT THE WITHIN
INSTRUMENT WAS FILED FOR
RECORD IN THIS OFFICE
ON AND AT

JAN 28 9 05 AM '92

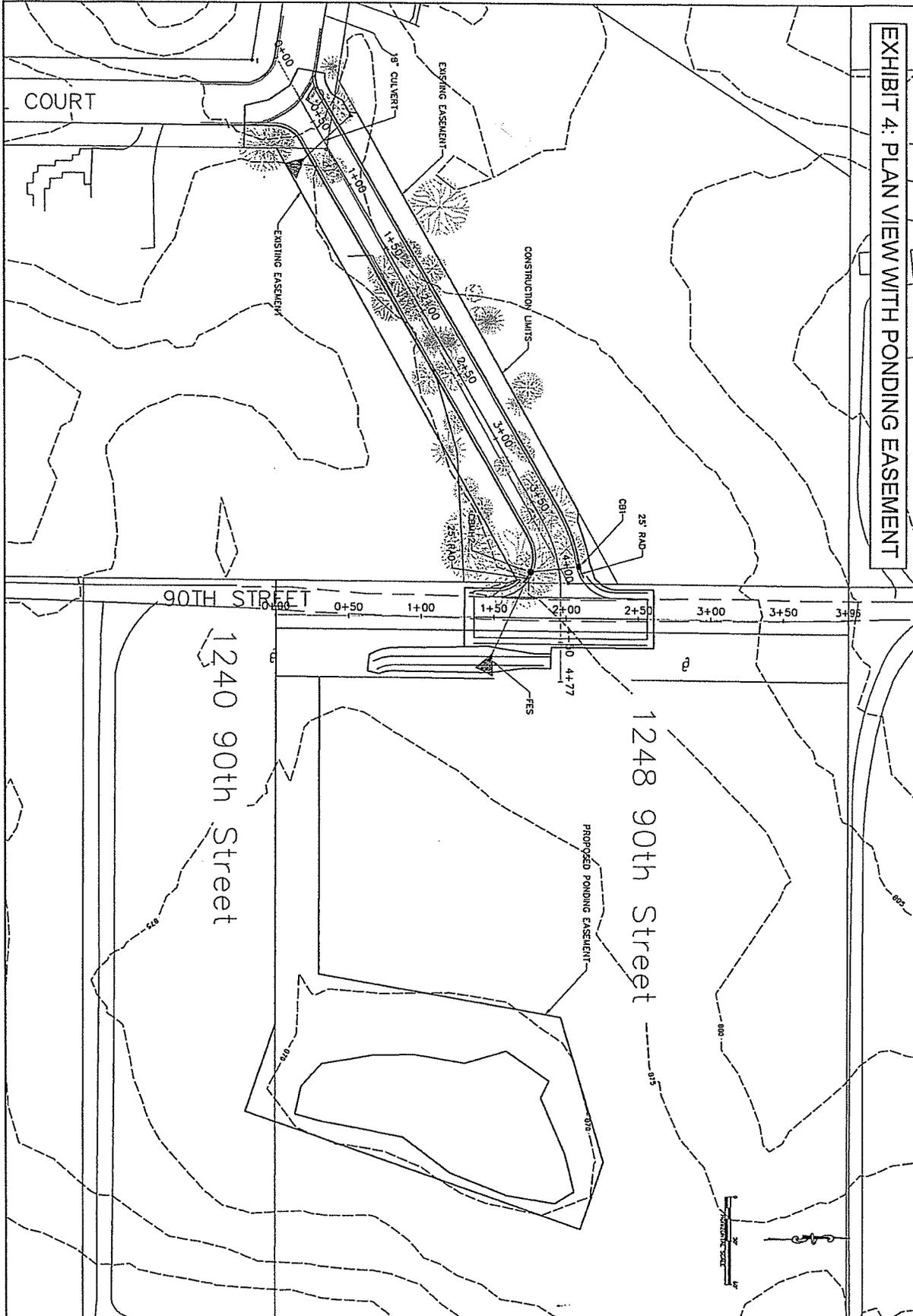
DOC. NO 1025763
JAMES N. DOLAN, COUNTY RECORDER
DEPUTY *D.O.* FEE *15.00*

CASH CHECK CHARGE
CHARGE WHOM *Inver Grove Heights*
REFUND _____

DO NOT REMOVE

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

EXHIBIT 4: PLAN VIEW WITH PONDING EASEMENT



93RD STREET HAMMERHEAD
 OPTION



I HEREBY CERTIFY THAT THIS PLAN,
 SPECIFICATION OR REPORT WAS PREPARED
 BY ME OR UNDER MY DIRECT SUPERVISION
 AND THAT I AM A DULY REGISTERED
 PROFESSIONAL ENGINEER
 UNDER THE STATE OF MINNESOTA
 STATUTES SECTION 326.02 TO 326.16.
 DATE: _____ MNCL REG. NO. _____

DESIGN FILE:
 2011-04
 DRAWN BY: JDS
 DESIGN BY: JDS
 CHECKED BY: TJK
 DATE: 2/9/2012

REV. NO.	DATE	DESCRIPTION

Exhibit 5: Preliminary Assessment Map

- Invited to 12/13/11 Meeting
- * Signed Petition 2/2/2011

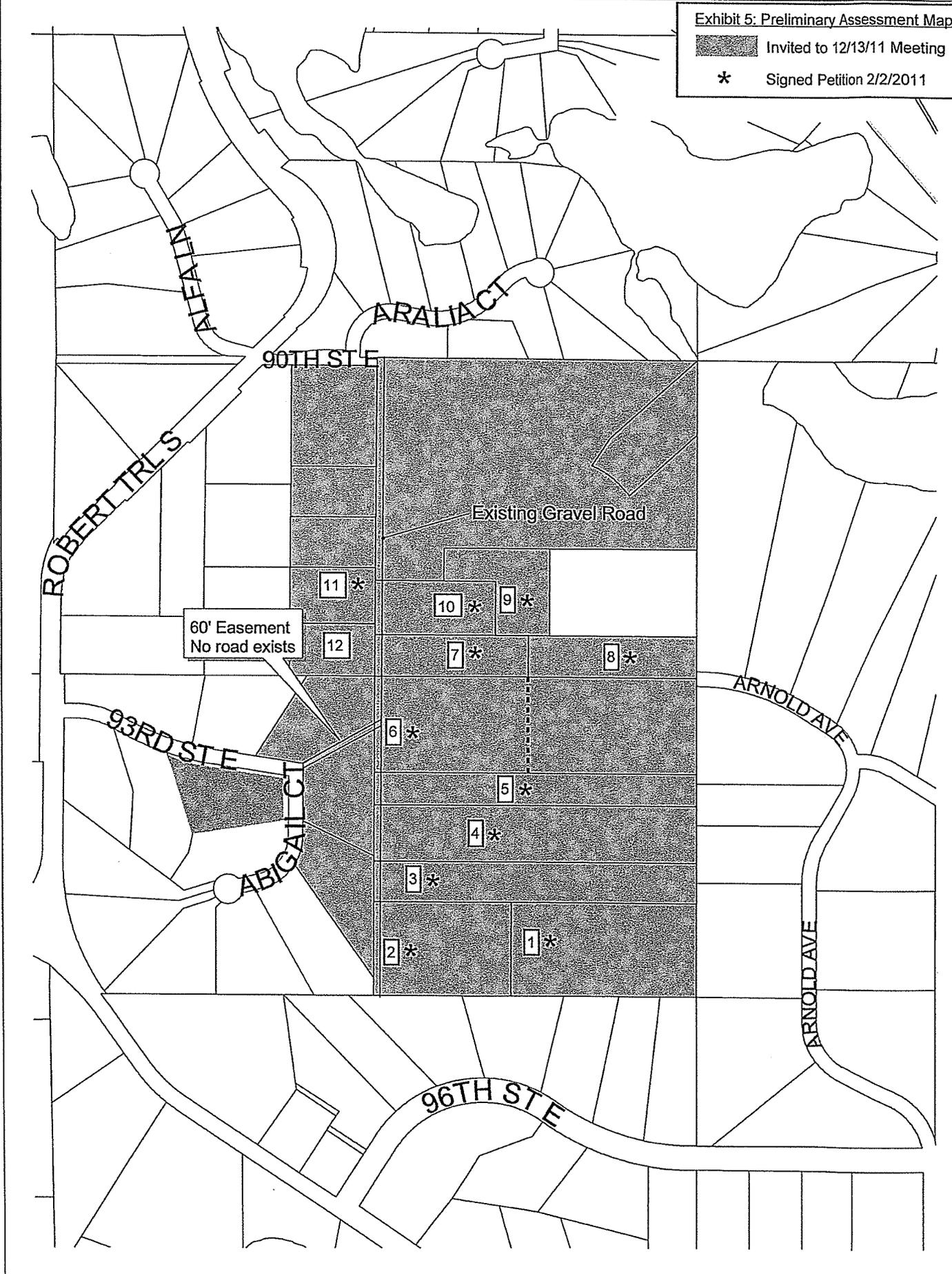


TABLE 1
PRELIMINARY ESTIMATE AND ASSESSMENT ANALYSIS
2011 93RD STREET CONSTRUCTION
CITY PROJECT NO. 2011-04

ITEM NO.	MNDOT NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE	CITY PORTION	NON-CITY PORTION
2021.501		MOBILIZATION	LS	1.0	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
2101.501		CLEARING	ACRE	0.6	\$ 2,500.00	\$ 1,500.00		\$ 1,500.00
2101.506		GRUBBING	ACRE	0.6	\$ 2,500.00	\$ 1,500.00		\$ 1,500.00
2104.501		REMOVE CURB AND GUTTER	LF	80.0	\$ 3.00	\$ 240.00		\$ 240.00
2104.501		REMOVE WIRE FENCE	LF	190.0	\$ 1.00	\$ 190.00		\$ 190.00
2104.505		REMOVE BITUMINOUS PAVEMENT	SY	117.0	\$ 5.00	\$ 585.00		\$ 585.00
2104.603		REMOVE LANDSCAPING	LS	1.0	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00
2105.501		COMMON EXCAVATION (P)	CY	2335.0	\$ 10.00	\$ 23,350.00		\$ 23,350.00
2105.522		SELECT GRANULAR BORROW	CY	1050.0	\$ 9.00	\$ 9,450.00		\$ 9,450.00
2105.526		SELECT TOPSOIL BORROW (LV)	CY	200.0	\$ 20.00	\$ 4,000.00		\$ 4,000.00
2123.601		STREET SWEEPER WITH PICKUP BROOM	HR	10.0	\$ 120.00	\$ 1,200.00		\$ 1,200.00
2105.507		SUBGRADE EXCAVATION (EV)	CY	100.0	\$ 10.00	\$ 1,000.00		\$ 1,000.00
2211.501		AGGREGATE BASE CLASS 5	TON	690.0	\$ 15.00	\$ 10,350.00		\$ 10,350.00
2211.501		AGGREGATE BASE CLASS 5 (100% CRUSHED LIMESTONE SHOULDERING)	TON	34.5	\$ 25.00	\$ 862.50		\$ 862.50
2360.501		TYPE SP 9.5 WEARING COURSE MIX (3C)	TON	192.5	\$ 60.00	\$ 11,550.00		\$ 11,550.00
2360.502		TYPE SP 12.5 NON-WEARING COURSE MIX (3C)	TON	192.5	\$ 63.00	\$ 12,127.50		\$ 12,127.50
2357.502		BITUMINOUS MATERIAL FOR TACK COAT	GAL	88.0	\$ 3.00	\$ 264.00		\$ 264.00
2501.602		18" RC PIPE APRON	EACH	1.0	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00
2501.602		18" RC PIPE APRON AND TRASH GUARD	EACH	2.0	\$ 1,100.00	\$ 2,200.00		\$ 2,200.00
2503.541		15" RC PIPE SEWER DESIGN 3006 CLASS V	LN FT	34.0	\$ 27.00	\$ 918.00		\$ 918.00
2503.541		18" RC PIPE SEWER DESIGN 3006 CLASS III	LN FT	122.0	\$ 33.00	\$ 4,026.00		\$ 4,026.00
2506.502		CONSTRUCT DRAINAGE STRUCTURE 2' x 3' CB	EACH	1.0	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00
2502.541		4" PERFORATED PVC PIPE DRAIN	LF	120.0	\$ 7.00	\$ 840.00		\$ 840.00
2511.501		RANDOM RIPRAP, CLASS III	CY	15.0	\$ 75.00	\$ 1,125.00		\$ 1,125.00
2531.501		CONCRETE CURB & GUTTER DESIGN B618	LF	800.0	\$ 10.00	\$ 8,000.00		\$ 8,000.00
2557.501		F&I FENCE	LF	175.0	\$ 15.00	\$ 2,625.00		\$ 2,625.00
2563.602		TRAFFIC CONTROL	LS	1.0	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00
2564.602		INSTALL STREET SIGN	EACH	6.0	\$ 150.00	\$ 900.00		\$ 900.00
2575.618		PERIMETER EROSION CONTROL	LF	500.0	\$ 2.00	\$ 1,000.00		\$ 1,000.00
2575.605		TERRASEEDING	SY	1000.0	\$ 2.50	\$ 2,500.00		\$ 2,500.00
2575.605		EROSION CONTROL BLANKET AND SEED (CAT 1)	SY	650.0	\$ 3.00	\$ 1,950.00		\$ 1,950.00
		SPECIAL STORMWATER MANAGEMENT ALLOWANCE	LS	1.0	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00
		SPECIAL WATER USAGE ALLOWANCE	LS	1.0	\$ 500.00	\$ 500.00		\$ 500.00
						TOTALS: \$ 117,753.00	\$	\$ 117,753.00
						ROUNDED TOTALS: \$ 117,750.00	\$	\$ 117,750.00
						10% CONSTRUCTION CONTINGENCY: \$ 11,775.00	\$	\$ 11,775.00
						TOTAL CONSTRUCTION COST: \$ 129,525.00	\$	\$ 129,525.00
						LEAF (28%): \$ 32,970.00	\$	\$ 32,970.00
						EASEMENT ACQUISITION COST: \$ 17,500.00	\$	\$ 17,500.00
						SUBTOTAL CITY PORTION: \$	\$	\$ 179,995.00
						SUBTOTAL ASSESSED PORTION: \$	\$	\$ 179,995.00
						TOTAL CITY PORTION: \$	\$	\$ 179,995.00
						TOTAL ASSESSED PORTION: \$	\$	\$ 179,995.00
						TOTAL PROJECT: \$ 179,995.00	\$	\$ 179,995.00

CHECKED BY: TJK
APPROVED BY: TJK

TABLE 2: PRELIMINARY ASSESSMENT ROLLS FOR OPTIONS 1 AND 2

Option 1 - 100% Assessment to all petitioning parcels assuming none are subdivided.

Map Number	Tax Pin	Address	Owner Name	Proposed Assessment
1	200200026081	1254 90TH ST E	KENNETH A WOOD	\$ 16,363.18
2	200200026090	1258 90TH ST E	LYNN A OLEARY	\$ 16,363.18
3	200200026050	1250 90TH ST E	MICHAEL F DEMARS	\$ 16,363.18
4	200200026060	1252 90TH ST E	GLENN D & ROSALIE A STOERZINGER	\$ 16,363.18
5	200200026070	1240 90TH ST E	GORDON & MAUREEN LEACH	\$ 16,363.18
6	200200026040	1248 90TH ST E	DEMARIS TSTE OBRIEN	\$ 16,363.18
7	200200026031	1242 90TH ST E	NANCY J MARSTAD	\$ 16,363.18
8	200200026032	1242 90TH ST E	NANCY J MARSTAD	\$ 16,363.18
9	206250001020	1244 90TH ST E	ORPHA E RADFORD	\$ 16,363.18
10	206250001010	1244 90TH ST E	DANIEL J RADFORD	\$ 16,363.18
11	200200027041	1186 90TH ST	JAMES E BROWN	\$ 16,363.18

Total: \$ 179,995

Note: Includes a 10% construction contingency, a 28% LEAF, and easement acquisition costs.

Option 2 - 100% Assessment to all petitioning parcels assuming parcel 6 is subdivided.

Map Number	Tax Pin	Address	Owner Name	Proposed Assessment
1	200200026081	1254 90TH ST E	KENNETH A WOOD	\$ 14,999.58
2	200200026090	1258 90TH ST E	LYNN A OLEARY	\$ 14,999.58
3	200200026050	1250 90TH ST E	MICHAEL F DEMARS	\$ 14,999.58
4	200200026060	1252 90TH ST E	GLENN D & ROSALIE A STOERZINGER	\$ 14,999.58
5	200200026070	1240 90TH ST E	GORDON & MAUREEN LEACH	\$ 14,999.58
6A	200200026040	1248 90TH ST E	DEMARIS TSTE OBRIEN	\$ 14,999.58
6B	200200026040	1248 90TH ST E	DEMARIS TSTE OBRIEN	\$ 14,999.58
7	200200026031	1242 90TH ST E	NANCY J MARSTAD	\$ 14,999.58
8	200200026032	1242 90TH ST E	NANCY J MARSTAD	\$ 14,999.58
9	206250001020	1244 90TH ST E	ORPHA E RADFORD	\$ 14,999.58
10	206250001010	1244 90TH ST E	DANIEL J RADFORD	\$ 14,999.58
11	200200027041	1186 90TH ST	JAMES E BROWN	\$ 14,999.58

Total: \$ 179,995

Note: Includes a 10% construction contingency, a 28% LEAF, and easement acquisition costs.

CHECKED BY: TJK

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acceptance of Bid and Award of Contract for 2012 Pavement Management Program, City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to Swing Bridge Pier) and City Project No. 2011-21 – 66th Street Parking Lot Improvements and Related Trails

Meeting Date: April 9, 2012
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572 *DK*
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SK*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Water Fund, Sewer Fund, Park and Recreation Acquisition Fund, Park Grants, Trunk Turn-back Funds, Special Assessments

PURPOSE/ACTION REQUESTED

Acceptance of bid and award of contract for 2012 Pavement Management Program, City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to Swing Bridge Pier) and City Project No. 2011-21 – 66th Street parking lot improvements and related trails.

SUMMARY

Bids were opened at 10:00 a.m. on April 3, 2012 for the subject project. Three contractors submitted bids. This project must be completed by June 30, 2012 to meet various grant requirements. These projects were bid together to provide economies of scale while separating a special assessment MS429 project on street improvements from park and grant funded trail improvements that do not include assessments.

The low base bid was submitted by Max Steininger, Inc. in the amount of \$611,342.09. The base bid cost for 2011-08 amounts to \$384,632.15 for street, pond and utility improvements. The base bid for 2011-21 amounts to \$226,709.94 for trails only. Dakota County decided to remove the parking lot from the bid. These compare to the feasibility study estimates of \$284,300 (2011-08) and \$383,200 (2011-21).

The cost associated with the storm water pond increased during the design of the project. The original estimates in the feasibility study were based on an infiltration basin (rain garden). The geotechnical investigation determined that contaminated soils would be encountered during excavation related to the pond. They also identified limestone would be encountered in the basin. These items required a design change from an infiltration feature to a filtration design with under drains and pond lining. The surface of the basin will have an aesthetic look in either case.

Figure 2-8, Hazardous Waste Sites, of the City's 2nd Generation Water Resources Management Plan indicates the presence of MPCA dump sites near the project, but not in the area of the proposed pond. Since the geotechnical review located contaminated soils, the design changes were required to meet the August 2011 LMRWMO Third Generation Plan – Policy 5.2.3B which indicates that "cities will not be allowed the use infiltration as a storm water BMP in areas where there are hazardous

contaminates". This resulted in the addition of a liner and under drain system to convert the BMP to a filtration basin to improve water quality before discharge into a wetland and the Mississippi River Flood plain.

The design changes added about \$160,000 to the project. This cost is being funded by Dakota County Parks Funds and Road Turn-back Funds. Dakota County has indicated interest in additional rain gardens in the parking lot. The rain gardens are not needed to meet storm water quality treatment requirements as the pond included in the project is designed to handle runoff from the street and the future parking lot. Staff will contact the County to discuss this matter. If the County indicates that it wants to construct the rain gardens instead of the pond, the pond size will be reduced.

The City has also noted a significant increase in the bituminous unit prices when compared to the study estimates, \$63/ton per estimate versus \$75/ton per bid. These increases are most likely related to small project scope, increased fuel and oil costs, and effects of delivering the bituminous onto the narrow trail alignment.

The bituminous cost increases are approximately \$30,000. This does affect the total project cost and potential assessments as well. The current base bids will result in approximately \$245,000 being assessed on a total project cost of \$1.0 million (bids plus LEAF costs). The anticipated assessments will be about 24.5 percent of total project costs which meets the 20 percent minimum requirement to allow the use of special assessments.

Two alternate bids were included in the project as summarized by SEH, Inc. The Parks and Recreation Department will fund Alternate Bid No. 1 (water service to bridge) from the Park Acquisition Fund.

The City will install Alternate Bid 2 if River Heights Marina indicates in writing that they want the service lines installed at this time. They must be willing to execute an agreement that will cover related costs along with a waiver of assessment appeal. The services will not be installed without an executed agreement.

Upon review of the base bid and all alternate bids, it is recommended that the City Council award the contract to Max Steinger for the following:

Contractor	Base Bid	Alternate No. 1	Alternate No. 2	Base Bid plus Alternates
Max Steinger	\$611,342.09	\$13,587.77	\$19,514.76	\$644,444.62
Arnt Construction	\$671,640.04	\$13,555.00	\$19,212.00	\$704,407.04
Redstone Construction	\$661,394.65	\$20,883.50	\$23,199.40	\$705,477.55

Max Steinger is the low bidder based on the amount of their unit price bid for the recommended total contract award of \$644,444.62.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract (base bid plus alternates 1 and 2) for City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to Swing Bridge Pier) and City Project No. 2011-21 – 66th Street Parking Lot Improvements and Related Trails for a total contract amount of \$644,444.62.

TJK/kf

Attachments: Resolution
Recommendation letter from SEH, Inc.
Bid tab

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

RESOLUTION NO. _____

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR THE 2012 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2011-08 – 66TH STREET IMPROVEMENTS AND CITY PROJECT NO. 2011-21 – 66TH STREET PARKING LOT AND RELATED TRAILS

WHEREAS, pursuant to an advertisement for bids for the 2012 Pavement Management Program, City Project No. 2011-08 – 66th Street Improvements and City Project No. 2011-21 – 66th Street Parking Lot and Related Trails, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, acknowledgement of receipt of addendum, and submitted a bid bond.

Contractor	Base Bid	Alternate No. 1	Alternate No. 2	Base Bid plus Alternates
Max Steining	\$611,342.09	\$13,587.77	\$19,514.76	\$644,444.62
Arnt Construction	\$671,640.04	\$13,555.00	\$19,212.00	\$704,407.04
Redstone Construction	\$661,394.65	\$20,883.50	\$23,199.40	\$705,477.55

WHEREAS, the base bid for City Project No. 2011-08 is \$384,632.15 and the base bid cost for City Project No. 2011-21 is \$226,709.94.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Max Steining, Inc. in the name of the City of Inver Grove Heights for the 2012 Pavement Management Program, City Project No. 2011-08 and City Project No. 2011-21, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. 2012 Pavement Management Program, City Project No. 2011-08 – 66th Street Improvements shall be funded through special assessments to the benefitting properties, CSAH turn-back funds, the water fund, the sewer fund, and the pavement management fund; and park funds which include Dakota County Parks, Mn DNR Grant C005-10-3B, the Park Acquisition and Development Fund and State Boundary Grant SG 2010-049.
4. City Project No. 2011-21 – 66th Street Parking Lot and Related Trails shall be funded through park funds and grants listed in number 3 above. No assessments shall be levied for City Project No. 2011-21.

Adopted by the City Council of Inver Grove Heights this 9th day of April 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

SEH TABULATION OF BIDS

1 2 3

68th Street Improvements Inver Grove Heights, Minnesota SEH No.: INVER 116692 Bid Date: Tuesday April 3, 2012 - 10am				Engineer Estimate \$772,727.45		Max Steiner Inc 3080 Lexington Avenue South Eagan, MN 55121 \$644,444.62		Amt Construction Co Inc P O Box 549 Hugo, MN 55035 \$704,406.54		Redstone Construction Co Inc 2183 Highway 65 N PO Box 218 Mora, MN 55051 \$705,477.55		
Line No.	Item No.	Item	Unit	Est Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2021.501	MOBILIZATION	LS	1	\$38,000.00	\$38,000.00	\$18,300.00	\$18,300.00	\$28,900.00	\$28,900.00	\$35,000.00	\$35,000.00
2	2101.501	CLEARING	ACRE	0.1	3,000.00	300.00	2,140.54	214.05	4,000.00	400.00	20,000.00	2,000.00
3	2101.502	CLEARING	TREE	6	200.00	1,200.00	615.41	3,192.46	420.00	2,400.00	400.00	2,400.00
4	2101.505	GRUBBING	ACRE	1	3,000.00	3,000.00	4,281.09	4,281.09	1,500.00	1,500.00	2,000.00	2,000.00
5	2101.507	GRUBBING	TREE	6	200.00	1,200.00	410.27	2,461.62	100.00	600.00	300.00	1,800.00
6	2104.501	REMOVE PIPE CULVERTS	LF	66	10.00	660.00	10.70	706.20	11.00	726.00	5.00	330.00
7	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	1002	4.00	4,008.00	4.24	4,248.48	1.80	1,800.60	2.00	2,004.00
8	2104.509	REMOVE CASTING AND RINGS	EACH	1	100.00	100.00	187.30	187.30	200.00	200.00	172.00	172.00
9	2104.509	REMOVE EXISTING RAIL ROAD TIES	LF	2115	20.00	42,300.00	6.47	13,684.05	14.00	29,810.00	8.40	17,766.00
10	2104.509	REMOVE MANHOLE	EACH	1	250.00	250.00	535.14	535.14	525.00	525.00	343.00	343.00
11	2104.509	REMOVE WOOD POLE	EACH	1	300.00	300.00	267.57	267.57	250.00	250.00	500.00	500.00
12	2104.513	SAWING BITUMINOUS PAVEMENT- FULL DEPTH	LF	2150	3.00	6,450.00	1.73	3,719.50	3.00	6,450.00	3.00	6,450.00
13	2104.521	SALVAGE EXISTING RAIL ROAD RAIL	LF	2115	15.00	31,725.00	3.39	7,169.85	6.00	12,690.00	4.70	9,940.50
14	2104.523	SALVAGE SIGN TYPE C	EACH	4	50.00	200.00	26.76	107.04	25.00	100.00	25.00	100.00
15	2104.601	SALVAGE MISC ABANDONED RR SWITCH GEARS & EQUIP	LS	1	1,200.00	1,200.00	4,218.51	4,218.51	3,600.00	3,600.00	1,500.00	1,500.00
16	2104.618	SALVAGE EXISTING STONE MONUMENT	EACH	2	250.00	500.00	589.95	1,179.90	2,000.00	4,000.00	500.00	1,000.00
17	2105.501	COMMON EXCAVATION (EV)	CY	1058	9.00	9,504.00	12.47	13,168.32	19.70	20,803.20	6.00	6,336.00
18	2105.501	EXCAVATE, HAUL, & DISPOSE CONTAMINATED SOIL (EV)	CY	3072	34.00	104,448.00	30.54	93,818.88	30.10	92,467.20	30.00	92,160.00
19	2105.501	POND EXCAVATION(EV)	CY	52	9.00	468.00	21.50	1,118.00	19.70	1,024.40	4.00	208.00
20	2105.503	ROCK EXCAVATION (EV)	CY	345	150.00	51,750.00	36.52	12,599.40	54.00	18,630.00	85.60	29,532.00
21	2105.525	TOPSOIL BORROW (CV)	CY	888	18.00	15,984.00	16.80	14,918.40	16.24	14,421.12	16.50	14,652.00
22	2105.526	SELECT TOPSOIL BORROW SPECIAL (CV) (PLANTING SOIL FOR BASIN)	CY	765	35.00	26,775.00	36.09	27,608.65	24.90	19,048.50	55.00	42,075.00
23	2105.604	GEOTEXTILE FABRIC, TYPE V (TRAIL, TEMP. CHANNEL FOR BASIN)	SY	2725	2.00	5,450.00	1.79	4,877.75	1.80	4,905.00	1.30	3,542.50
24	2105.604	GEOTEXTILE FABRIC, TYPE IV	SY	39	4.00	156.00	3.21	125.19	4.00	156.00	2.00	78.00
25	2105.604	GEOMEMBRANE LINER	SY	1450	4.00	5,800.00	13.91	20,169.50	17.60	25,520.00	10.00	14,500.00
26	2105.607	COMMON BORROW (CV)	CY	2160	10.00	21,600.00	5.88	12,657.60	12.68	27,388.80	8.40	18,144.00
27	2105.609	SELECT GRANULAR BORROW	TON	2280	8.75	19,775.00	7.24	16,362.40	8.70	19,662.00	7.19	16,249.40
28	2123.61	STREET SWEEPING (W/ PICKUP BROOM)	DAY	10	200.00	2,000.00	321.08	3,210.80	250.00	2,500.00	300.00	3,000.00
29	2130.501	WATER USAGE ALLOWANCE	LS	1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
30	2211.501	AGGREGATE BASE, CLASS 5 100% CRUSHED LIMESTONE	TON	1845	13.00	23,985.00	15.98	29,483.10	12.60	23,247.00	16.00	29,520.00
31	2231.604	BITUMINOUS PAVEMENT RECLAMATION (6" DEPTH)	SY	1265	2.50	3,162.50	3.66	4,629.90	2.00	2,530.00	4.00	5,060.00
32	2232.501	MILL BITUMINOUS SURFACE (2.5")	SY	3913	3.00	11,739.00	2.07	8,099.91	2.10	8,213.00	2.00	7,826.00
33	2301.501	CONCRETE PAVEMENT (4")	SY	5	40.00	200.00	44.95	224.75	52.00	260.00	46.50	232.50
34	2301.501	CONCRETE PAVEMENT (6")	SY	15	54.00	810.00	48.16	722.40	52.00	780.00	55.50	832.50
35	2301.501	CONCRETE PAVEMENT (8")	SY	155	70.00	10,850.00	51.37	7,962.35	52.00	8,060.00	59.55	9,230.25
36	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	720	65.00	46,800.00	75.04	54,028.80	76.00	54,720.00	73.00	52,560.00
37	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2.E) - TRAILS	TON	520	80.00	41,600.00	82.57	42,936.40	75.00	39,000.00	71.00	36,920.00
38	2360.505	TYPE SP 12.5 NON-WEARING COURSE MIX (3.C)	TON	215	65.00	13,975.00	69.76	14,998.40	87.00	18,705.00	83.00	17,845.00
39	2451.609	FINE FILTER AGGREGATE (DRAINTILE & FILTRATION)	TON	420	38.00	15,960.00	16.44	6,904.80	23.60	9,912.00	21.26	8,929.20
40	2451.609	CRUSHED ROCK FOR STABILIZATION	TON	20	23.00	460.00	42.81	856.20	27.00	540.00	39.90	798.00
41	2501.602	15" RC PIPE APRON	EACH	1	1,200.00	1,200.00	588.65	588.65	580.00	580.00	782.00	782.00
42	2501.602	18" RC PIPE APRON	EACH	2	1,500.00	3,000.00	615.41	1,230.82	605.00	1,210.00	883.00	1,766.00
43	2501.602	24" RC SPAN PIPE - ARCH APRON	EACH	1	1,800.00	1,800.00	668.92	668.92	650.00	650.00	1,260.00	1,260.00
44	2502.541	4" PERF PVC PIPE DRAIN W/ SOCK	LF	150	8.00	1,200.00	12.84	1,926.00	12.00	1,800.00	16.20	2,430.00
45	2502.602	4" PVC PIPE DRAIN CLEAN OUT (SCH 40)	EACH	6	200.00	1,200.00	267.57	1,605.42	300.00	1,800.00	177.00	1,062.00
46	2502.602	6" PVC PIPE DRAIN CLEAN OUT (C-900)	EACH	1	250.00	250.00	535.14	535.14	600.00	600.00	588.00	588.00
47	2503.511	15" RCP SEWER DES 3006 CL V	LF	325	29.00	9,425.00	33.18	10,783.50	32.00	10,400.00	34.80	11,310.00
48	2503.511	18" RCP SEWER DES 3006 CL V	LF	103	32.00	3,296.00	42.81	4,409.43	42.00	4,326.00	39.60	4,099.40
49	2503.521	28.5" SPAN RC PIPE - ARCH SEWER	LF	88	40.00	3,520.00	65.29	5,745.52	64.00	5,632.00	79.10	6,960.80
50	2503.602	8"x6" PVC WYE (C-900)	EACH	1	200.00	200.00	267.57	267.57	260.00	260.00	417.00	417.00
51	2503.602	CONNECT TO EXISTING STORM SEWER PIPE	EACH	2	1,000.00	2,000.00	535.14	1,070.28	525.00	1,050.00	400.00	800.00
52	2503.603	4" HDPE UNDER-DRAIN (WITH FILTER KNIT SOCK)	LF	370	10.00	3,700.00	6.10	2,257.00	9.00	3,330.00	5.70	2,109.00
53	2503.603	8" PVC SANITARY SEWER (C-900) (DR-18)	LF	303	45.00	13,635.00	36.39	11,028.17	36.00	10,908.00	38.00	11,574.00
54	2503.603	6" PVC SANITARY SERVICE (C-900) (DR-18)	LF	62	40.00	2,480.00	33.18	2,057.16	32.00	1,984.00	54.00	2,316.80
55	2504.602	ADJUST GATE VALVE AND BOX	EACH	1	250.00	250.00	321.08	321.08	320.00	320.00	343.00	343.00
56	2504.602	F & I HYDRANT	EACH	1	2,500.00	2,500.00	3,317.84	3,317.84	3,250.00	3,250.00	3,650.00	3,650.00
57	2504.602	B" GATE VALVE AND BOX	EACH	1	1,500.00	1,500.00	1,872.98	1,872.98	1,850.00	1,850.00	1,910.00	1,910.00
58	2504.602	B" GATE VALVE AND BOX	EACH	1	1,250.00	1,250.00	1,284.33	1,284.33	1,250.00	1,250.00	1,230.00	1,230.00
59	2504.602	2" CORPORATION STOP	EACH	1	250.00	250.00	444.16	444.16	450.00	450.00	482.00	482.00
60	2504.602	2" CURB STOP & BOX	EACH	1	250.00	250.00	540.49	540.49	530.00	530.00	638.00	638.00
61	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	1,000.00	1,000.00	1,337.84	1,337.84	1,290.00	1,290.00	514.00	514.00
62	2504.603	2" COPPER, TYPE K	LF	60	30.00	1,800.00	29.97	1,798.20	30.00	1,800.00	47.50	2,874.00
63	2504.603	8" DIP WM	LF	315	38.00	11,970.00	51.37	16,181.55	50.00	15,750.00	61.60	19,404.00
64	2504.603	6" DIP WM	LF	10	35.00	350.00	44.95	449.50	44.00	440.00	54.70	547.00
65	2504.608	DUCTILE IRON FITTINGS (EPOXY COATED)	LB	315	5.00	1,575.00	2.68	844.20	2.50	787.50	3.45	1,086.75
66	2506.502	CONSTRUCT DRAINAGE STRUCTURE G	EACH	1	1,000.00	1,000.00	1,284.33	1,284.33	1,280.00	1,280.00	1,050.00	1,050.00
67	2506.502	CONSTRUCT DRAINAGE STRUCTURE, 2'X3'	EACH	1	1,200.00	1,200.00	909.73	909.73	900.00	900.00	1,000.00	1,000.00
68	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	EACH	4	1,500.00	6,000.00	1,444.88	5,779.44	1,420.00	5,680.00	1,450.00	5,800.00
69	2506.515	F & I CASTING (R-1642, STORM)	EACH	1	700.00	700.00	508.38	508.38	500.00	500.00	851.00	851.00
70	2506.516	F & I CASTING (R-1642, SANITARY)	EACH	3	700.00	2,100.00	695.68	2,087.04	680.00	2,040.00	849.00	2,547.00
71	2506.602	F & I CASTING (R-4342)	EACH	2	700.00	1,400.00	428.11	856.22	420.00	840.00	530.00	1,060.00
72	2506.602	F & I CASTING (R-3067 V)	EACH	5	700.00	3,500.00	508.38	2,541.90	500.00	2,500.00	741.00	3,705.00
73	2506.602	CONSTRUCT 48" MANHOLE STRUCTURE (STORM)	EACH	1	2,000.00	2,000.00	1,819.46	1,819.46	1,785.00	1,785.00	2,070.00	2,070.00
74	2506.602	CONSTRUCT 48" MANHOLE STRUCTURE (SANITARY)	EACH	2	2,000.00	4,000.00	2					



SEH TABULATION OF BIDS

1 2 3

66th Street Improvements Inver Grove Heights, Minnesota SEH No.: INVER 116692 Bid Date: Tuesday April 3, 2012 - 10am					Engineer Estimate		Max Steinger Inc 3080 Lexington Avenue South Eagan, MN 55121		Arnt Construction Co Inc P O Box 549 Hugo, MN 55035		Redstone Construction Co Inc 2183 Highway 65 N PO Box 218 Mora, MN 55051	
Shaded area denotes corrected figure					\$772,727.45		\$644,444.62		\$704,406.54		\$705,477.55	
Line No.	Item No.	Item	Unit	Est Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
94	2575.605	ROTTOTILLING, RAILROAD BALLAST (18" DEPTH)	ACRE	0.55	5,000.00	2,750.00	3,210.81	1,765.95	5,090.00	2,799.50	5,600.00	3,080.00
95	2582.501	PAVEMENT MESSAGE (RR CROSSING) - PAINT	EACH	1	300.00	300.00	331.39	331.39	300.00	300.00	275.00	275.00
96	2582.502	24" SOLID LINE WHITE - PAINT	LF	32	8.00	256.00	4.97	159.04	4.20	134.40	4.00	128.00
97	2582.502	4" DOUBLE SOLID YELLOW - PAINT	LF	325	1.00	325.00	0.63	205.75	3.40	1,105.00	3.25	1,056.25
98	2582.503	CROSSWALK MARKING - PAINT	SF	72	8.00	576.00	4.14	298.08	2.60	187.20	2.50	180.00
99	SPEC PROV	SEED MIXTURE, NATIVE-SPECIAL	SY	1155	1.00	1,155.00	0.19	219.45	0.20	231.00	0.18	207.90
100	SPEC PROV	BOULEVARD IRRIGATION ALLOWANCE	LS	1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
101	SPEC PROV	BOULEVARD LANDSCAPING ALLOWANCE	LS	1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
TOTAL BASE BID						736,768.45		611,342.09		671,639.54		661,394.65
Alternate 1 Bid												
102	2301.501	CONCRETE PAVEMENT (4")	SY	3	50.00	150.00	44.95	134.85	60.00	180.00	48.00	144.00
103	2504.602	4" GATE VALVE AND BOX	EACH	1	1,100.00	1,100.00	1,241.52	1,241.52	1,220.00	1,220.00	1,290.00	1,290.00
104	2506.602	4" DIP WM	LF	25	30.00	750.00	51.37	1,284.25	52.00	1,300.00	46.50	1,162.50
105	2506.602	4" PVC WM (C-900) (DR-18) (WITH TRACER WIRE)	LF	820	10.00	8,200.00	10.70	8,774.00	10.50	8,610.00	19.00	15,580.00
106	2506.602	YARD HYDRANT	EACH	1	800.00	800.00	1,070.27	1,070.27	1,100.00	1,100.00	1,310.00	1,310.00
107	2521.501	AGGREGATE BASE, CLASS 5 100% CRUSHED LIMESTONE	TON	2	13.00	26.00	64.22	128.44	50.00	100.00	16.00	32.00
108	2531.501	DUCTILE IRON FITTINGS (EPOXY COATED)	LF	315	5.00	1,575.00	2.68	844.20	3.00	945.00	4.00	1,260.00
109	2564.511	MARKING POST	EACH	1	125.00	125.00	110.24	110.24	100.00	100.00	105.00	105.00
TOTAL ALTERNATE 1 BID						12,726.00		13,587.77		13,555.00		20,883.50
Alternate 2 Bid												
110	2105.503	ROCK EXCAVATION (EV)	CY	25	150.00	3,750.00	53.51	1,337.75	60.00	1,500.00	97.10	2,427.50
111	2451.609	CRUSHED ROCK FOR STABILIZATION	TON	4	23.00	92.00	64.22	256.88	30.00	120.00	92.00	368.00
112	2503.603	8" PVC SANITARY SEWER (C-900) (DR-18)	LF	43	45.00	1,935.00	36.39	1,564.77	36.00	1,548.00	64.50	2,773.50
113	2504.602	F & I HYDRANT	EACH	1	5,000.00	5,000.00	3,317.84	3,317.84	3,250.00	3,250.00	3,650.00	3,650.00
114	2504.602	8" GATE VALVE AND BOX	EACH	1	1,500.00	1,500.00	1,712.43	1,712.43	1,700.00	1,700.00	1,910.00	1,910.00
115	2504.602	6" GATE VALVE AND BOX	EACH	1	1,250.00	1,250.00	1,284.33	1,284.33	1,290.00	1,290.00	1,230.00	1,230.00
116	2504.603	8" DIP WM	LF	42	38.00	1,596.00	51.37	2,157.54	50.00	2,100.00	71.40	2,998.80
117	2504.603	6" DIP WM	LF	6	35.00	210.00	44.95	269.70	44.00	264.00	64.60	387.60
118	2504.609	DUCTILE IRON FITTINGS (EPOXY COATED)	LB	400	5.00	2,000.00	2.68	1,072.00	2.60	1,040.00	2.85	1,140.00
119	2506.516	F & I CASTING AND COVER (R-1642, SANITARY)	EACH	2	700.00	1,400.00	695.68	1,391.36	690.00	1,380.00	691.00	1,382.00
120	2506.602	CONSTRUCT 48" MANHOLE STRUCTURE	EACH	2	2,000.00	4,000.00	2,354.60	4,709.20	2,310.00	4,620.00	2,260.00	4,520.00
121	2564.511	MARKING POST	EACH	4	125.00	500.00	110.24	440.96	100.00	400.00	103.00	412.00
TOTAL ALTERNATE 2 BID						23,233.00		19,514.76		19,212.00		23,199.40
TOTAL BID PRICE						\$772,727.45		\$644,444.62		\$704,406.54		\$705,477.55

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THE SECOND READING OF AN ORDINANCE TO AMEND THE CITY CODE, TITLE 8, CHAPTER 2, SECTION 10, RATES AND CHARGES

Meeting Date: April 9, 2012
Item Type: Regular
Contact: Kristi Smith 651.450.2521
Prepared by: Kristi Smith, Finance Director
Reviewed by: J Teppen, Asst City Admin

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 second reading of an ordinance to amend the City Code, Title 8, Chapter 2, Section 10 Rates and Charges.

SUMMARY Under the direction of the previous Finance Director utility customers were required to submit payment by the 20th of the month to avoid late charges. In January 2012 a customer complaint was received regarding City Code allowing utility customers 30 days in which to submit payment before late charges were incurred. After reviewing the code, it was determined that the customer was correct and procedures were adjusted to accommodate for that.

After running the February 2012 utility bills, staff realized that the new finance software doesn't allow for bank drafts to be outstanding in order to compile the following month's utility bills. If we were to allow for 30 days payment we cannot provide automatic withdrawal from customer accounts.

There is no viable work around within the finance software to leave the code as written. After staff spoke with the software firm about the issue we learned that the software cannot be modified to allow for 30 days.

In order to continue to offer automatic withdrawal the City Code should be amended to reflect previous past practice which is to provide a payment due date by the end of the business day on the 20th day of each month.

For at least the last ten years the practice has been that utility bills were mailed no later than the last day of the month with payment due by the end of business day on the 20th of the following month. Only until this one customer complained was the practice changed to 30 days.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 10, RATES AND CHARGES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 8, Chapter 2, Section 10 is hereby amended in its entirety to read as follows:

8-2-10: RATES AND CHARGES:

- A. Established: The rates to be charged for the use of water furnished by the municipal water system shall be determined from time to time by resolution of the council. (1974 Code § 705.49)
- B. Bills For Service; Payment: Statements for total water charges for the preceding cyclical period shall be mailed by the clerk to each customer on or before the last day of the month following the end of the cyclical period. Payment on such statements shall be due by the last business day prior to and including the ~~within thirty (30)~~ twentieth (20th) day of the following month ~~days of invoice issuance~~. Any prepayment or overpayment of charges may be retained by the city and applied on subsequent cyclical statements. (1974 Code § 705.51)
- C. Action To Collect Charges: Any amounts due for water charges hereunder may be collected in a civil action, or the clerk may certify to the county auditor the amount due, together with a legal description of the premises served, and the county auditor shall enter such amount as part of the tax levy on said premises to be collected during the ensuing year. Such amount shall be collected and the collection thereof enforced in the same manner in all respects as real estate taxes subject to like penalty, cost and interest charges. (1974 Code § 705.53)
- D. Accounts: All accounts shall be kept on the books of the finance department by the house and street number and under the account number assigned thereto, and by the name of the owner or of the person signing the application for service. All bills and notices sent out by the finance department shall be sent to the house or street number and post office box of the property. All nonresident owners or agents will have personal notice sent to their address. They shall file an address therefore with the finance department. Any error in address shall be promptly reported to finance director. (1974 Code § 705.47)

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 23rd day of April, 2012.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk