

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, FEBRUARY 14, 2011
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS:

A. Jim Huffman – Dakota County Historical Society

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 – January 24, 2011 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending February 9, 2011 _____

C. Pay Voucher No. 20 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation Project _____

D. Final Compensating Change Order No. 2, Final Pay Voucher No. 6, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2009–29 – Well No. 9, Phase 2 _____

E. Change Order No. 5, Final Compensating Change Order No. 6, Final Pay Voucher No. 5, Engineer’s final Report, and Resolution Accepting Work for City Project No. 2008–11, Southern Sanitary Sewer System, East Segment _____

F. Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2010–12, 59th Street East Street Improvements _____

G. Approve Parking Restrictions on Upper 65th Street East and 65th Street East _____

H. Approve Purchase of Replacement Equipment _____

I. Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2020 Pavement Management Program, City Project No. 2010–12 – 59th Street Reconstruction _____

J. Set VMCC Ice Rates _____

K. Approve the 2010 – 2011 Labor Contract between the City of Inver Grove Heights and the International Union of Operating Engineers (Local 70) _____

L. Approve 2011 Tree Replacement Plan _____

M. Approve 2011–12 Forest Bonding Grant with the MN DNR _____

N. Resolution Adopting Siren Work Group’s Outdoor Warning Siren Narrow Banding Plan _____

O. Approve Joint Powers Agreement with Minnesota Bureau of Criminal Apprehension for Use of DataMaster DMT – G Breath Test Instrument _____

P. Schedule Economic Development Authority (EDA) Meeting _____

Q. 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:**

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Establishing Timeframe for Completion of Exterior Work pursuant to a Building Permit _____

PUBLIC WORKS:

B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011–09D (South Grove Area 6) _____

ADMINISTRATION:

C. **CITY OF INVER GROVE HEIGHTS;** Consider the First Reading of an Ordinance Amending City Code Title 1, Chapter 6, Article A, Section 1–6A–12–1: Personnel Policy – Vacation Leave _____

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 24, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, January 24, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Finance Director Lanoue, and Deputy Clerk Rheaume.

3. PRESENTATIONS:

A. Recognition of Sudden Cardiac Arrest Champions

Chief Thill stated on Sunday, August 22, 2010 the Dakota Communications Center call taker, Tara Haley, received a call regarding a man that had collapsed and was not breathing. Based on the information provided, Ms. Haley dispatched Inver Grove Heights Police & Fire to the scene while she remained on the line to provide the caller with instructions on how to administer CPR. She noted that call takers play a very important role in the emergency response system. She stated Inver Grove Heights Police Officers Evelyn Duchene and Paul Schnepf, as well as Deputy Fire Chief Eric Bergum were the first responders to arrive at the scene and were subsequently joined by Lieutenants Jim Olund & Karl Luhr, Engineers Wade Hartley & Dave Talley, and fire fighters Jon Lerbs, Scott Oswald, and Gabe Yanez. She stated CPR was performed on the victim (Jim) and he was transported to the hospital. She explained during a quarterly Fire department meeting on October 17, 2010 the family attended to express their gratitude to the personnel who responded to the call and helped save Jim. She commended the police and fire departments on how well they work together.

Katie Kuenzi, Assistant Training Officer for EMS, stated every year approximately 325,000 people die of sudden cardiac arrest. She stated "Take Heart" is a non-profit organization whose main goal is to improve the survival rate of those who experience sudden cardiac arrest to 30%. She explained the organization provides training for bystanders, first responders, EMS personnel, and hospital staff. She recognized everyone that played a role in Jim's survival via the presentation of a pin and certificate to each individual.

4. CONSENT AGENDA:

Councilmember Piekarski Krech removed Item 4A, Minutes of January 10, 2011 Regular Council Meeting, from the Consent Agenda.

Citizen Frank Rauschnott requested that Item 4C, Approve Purchase of Replacement Equipment, from the Consent Agenda.

- B. Resolution No. 11-09** Approving Disbursements for Period Ending January 19, 2011
- D. Resolution No. 11-10** Accepting Individual Project Order (IPO) No. 17A from Kimley-Horn and Associates, Inc. for Design Services and Preparation of Preliminary Plans for City Project No. 2011-09D – South Grove Street Reconstruction – Area 6
- E. Resolution Nos. 11-11 and 11-12** Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2010 Pavement Management Program, City Project No. 2010-09C – Blaine Avenue Mill and Overlay
- F.** Approve 2011 Seasonal/Temporary Compensation Plan
- G.** Approve Replacement of Golf Course Golf Car Fleet
- H.** Approve Temporary 3.2 Liquor License Request
- I.** Schedule Special City Council Meeting
- J.** Approve Contract with Dakota County for Sentence to Serve

K. Personnel Actions**Motion by Madden, second by Klein, to Approve the Consent Agenda****Ayes: 5****Nays: 0 Motion carried.****A. Minutes – January 10, 2011 Regular Council Meeting**

Councilmember Piekarski Krech asked that the names of the reserve officers be included under Item 3B.

Councilmember Grannis stated that Mayor Tourville should be identified as the abstaining vote for Items 7C and 7E.

Motion by Piekarski Krech, second by Klein, to approve the minutes of the January 10, 2011 Regular Council meeting**Ayes: 5****Nays: 0 Motion carried.****C. Approve Purchase of Replacement Equipment**

Frank Rauschnott, 6840 Dixie Avenue, opined too much money is being spent and the budgeted dollar amount could be scaled back. He suggested advertising the equipment for sale and taking bids on it from interested members of the public. He stated the City could receive more money for the used equipment if they sold it outright versus trading it in. He asked that more detailed information regarding the trade-in equipment be provided in future memorandums.

Councilmember Piekarski Krech stated the City did conduct public auctions in the past and recalled that there was a specific reason why they decided to stop auctioning equipment.

Mr. Rauschnott commented that it would not take much staff time to advertise the equipment for bids in the newspaper. He opined that the general public would generate more revenue than the projected trade in values.

Councilmember Klein recalled that the City contracted with an independent firm for the auction of various items and questioned why the equipment was not being sold on that website.

Mr. Lynch confirmed that the City did contract with a firm to publically auction items, typically from the Police Department, on their website. He noted the City has not sold vehicles via this method for a number of reasons. He stated staff could investigate that option in the future.

Mr. Kuntz stated the City could use either method. He explained the law that governs the sale of equipment is the same law that governs the purchase of equipment and if the estimated value is between \$0-\$25,000 it can be sold on the open market.

Mayor Tourville clarified that staff had the proposed trade-in value of each piece of equipment.

Mr. Thureen confirmed staff had the appropriate paperwork from each vendor.

Mayor Tourville stated the City should look at the getting the best return.

Councilmember Klein opined that selling the equipment via a public auction would net a greater return than the trade-in value.

Councilmember Piekarski Krech stated she would consider different options for any future equipment, but does not want staff time spent on public auctions.

Motion by Grannis, second by Madden, to approve the Purchase of Replacement Equipment**Ayes: 4****Nays: 1 (Klein) Motion carried.**

Mayor Tourville agreed Council could consider a different process for future items.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Amended and Restated Resolution Establishing an Economic Development Authority for the City of Inver Grove Heights

Mr. Link explained Council directed staff to advertise for a public hearing to amend the enabling legislation establishing the Inver Grove Heights Economic Development Authority (EDA). He stated the resolution reaffirms the previous City Council resolution that established the EDA in 1992. He noted the amended resolution also retains the City Council as the EDA board.

Steve Bubul, Kennedy and Graven, stated Council is being asked to adopt an amended and restated resolution. He explained the Council did adopt a resolution creating an Economic Development Authority in 1992 although it has remained largely inactive since that time. He stated due to the inactivity of the group it was recommended that the resolution be updated and re-adopted. He explained if the amended resolution is adopted the Council would then schedule a meeting of the EDA, convene as that group, and establish by-laws and elect officers. He stated the City Council would be designated as the Board of Commissioners for the EDA and emphasized that it is a completely separate political subdivision of the state. He noted the EDA is not an advisory body and one of the recommendations was to remove some of the original items from the resolution which required separate action or approval by the City Council. He added that another change was that the President of the EDA would be elected on an annual basis.

Councilmember Piekarski Krech asked why the EDA was formed in 1992.

Mr. Kuntz stated the EDA was formed in 1992 because a land owner/developer came to the city proposing an initiative for a specific piece of property and the thought was that the EDA could go the State to act on behalf of the landowner/developer for the land use proposal. He stated an alternate proposal for the property was made by another party and the developer never came back, so the EDA remained inactive since that time.

Dian Piekarski, 7609 Babcock Trail, stated she attended the last work session at which the EDA was discussed. She explained there were several discussion questions presented by staff at that meeting and she was informed that they had elected to answer those questions after the EDA was formed. She expressed several concerns and opined that questions should be answered before an EDA is formed. She stated there are existing resources that could be utilized without an EDA and opined that there is not a lack of property available for development. She asked that the Council identify and consider what the tax implications of an EDA would be. She stated the City needs to get out of the way of businesses and look for ways to streamline processes such as permitting. She questioned how long it would take to recoup the dollars spent and commented that citizens deserve to know how the EDA would be funded. She asked for examples of what EDAs in other cities have done to benefit their communities. She asked how an EDA would benefit or partner with organizations such as Progress Plus or the Dakota County CDA. She summarized her inquiries as what is to gain, what could be lost and who will fund the EDA.

Frank Rauschnott, 6840 Dixie Avenue, opined that the Council does not have the qualifications necessary to act as the EDA. He suggested that the City is behind in Commercial and Industrial development because there are too many rules and regulations for developers and business owners. He stated there should be more discussions to look at ways to improve the procedures that are already in place and to find new ways to attract businesses to the City.

Ellen Waters, Progress Plus, stated her organization strongly supports the establishment of an EDA because it would be another tool they could utilize to attract businesses and development to the City and it would put Inver Grove Heights at the same level as neighboring cities that are able to offer similar services. She noted there have been signs of a rebound in the industrial development sector.

Councilmember Grannis asked if the Convention and Visitors Bureau or Progress Plus serve the same

function as an Economic Development Authority.

Ms. Waters responded that the Convention and Visitors Bureau primary function is to attract visitors and promote tourism in the City. She explained Progress Plus primarily markets the City to potential developers or business owners. She noted an EDA has much more power and authority to put the deals together.

Councilmember Grannis questioned if property values typically increase when they are put back on the tax rolls?

Ms. Waters stated the property values often increase substantially and noted they are not typically taken off the tax rolls for very long.

Councilmember Piekarski Krech asked how an EDA would help businesses when they already have a number of sites in the City that are not developed.

Ms. Waters stated the EDA would get involved based on the market and what is trying to be accomplished.

Ms. Piekarski questioned how the Council would be trained to serve as the EDA. She reiterated that they should have a plan or purpose before reestablishing the EDA.

Mayor Tourville stated the EDA is able to serve some functions that the City Council cannot. He noted an EDA does not typically intervene on properties already owned by developers. He explained there are tools that are not available to cities without a functioning EDA or HRA.

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

Ayes: 5

Nays: 0 Motion carried.

Councilmember Klein stated the EDA would be another tool available to the City.

Councilmember Piekarski Krech stated she thinks it may be useful but would like to know what the tools are, how they will use them and what the priorities will be.

Councilmember Grannis clarified funding is proposed to come from Host Community fees.

Mr. Lynch stated \$500,000 could be used to fund projects. He noted there are no projects planned at this time.

Ms. Waters clarified that most Economic Development Authorities are used regularly.

Motion by Klein, second by Grannis, to adopt Resolution No. 11-13 Amending and Restating Resolution Establishing an Economic Development Authority for the City of Inver Grove Heights

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. GERTENS GREENHOUSES; Consider the following actions for property located at 5500 Blaine Ave.:

- i) An Ordinance Amending Ordinance No. 946 to Rezone Additional Land to Commercial Planned Unit Development District and to Change the Site Plan and Allowed Uses for the Greenhouse Expansion
- ii) Resolution Approving a PUD Amendment to Change Resolution No. 98-210 to Allow for the Greenhouse Expansion

Mr. Link stated Gertens is proposing to add approximately 300,000 square feet of greenhouse on the property on the east side of Blaine. He explained the addition would consist of 250,000 square feet of new

greenhouse structure located on the southerly portion of the lot and the remainder would be filling in the gaps between the existing greenhouses. He noted the greenhouse addition would be completed in phases. He explained the property is located in the Southeast Quadrant PUD and the ordinance would be amended to add the greenhouse expansion to the PUD as well as a new site plan. He stated only the land under the new greenhouse addition would be rezoned to the Southeast Quadrant PUD, and the balance of the growing field area would remain outside the Southeast Quadrant PUD boundaries.

Mr. Link explained the Gerten property is guided Regional Commercial in the 2030 Comprehensive Plan, and the intent for this area is to provide for a broad range of goods and services, employment and a broad tax base. He stated the balance of the property fronting along Upper 55th Street that is currently used for growing fields is covered by two zoning districts: A, Agricultural and Commercial PUD. Staff recommended that Council consider initiating a change of zoning for the corner property along Upper 55th Street and Blaine Avenue to Commercial PUD in order to stay consistent with the goals of the Regional Commercial land use designation. He noted the applicant indicated a willingness to explore this request with the City.

Mr. Link stated the proposed greenhouses would meet the performance standards of the Southeast Quadrant PUD. He explained the applicant proposed to construct a storm water pond to address storm water on site as well as in the area. He stated staff is working with MnDOT and the applicant on storm water design. He noted the Engineering division proposed several detailed conditions to be included with the PUD resolution because there are several outstanding issues to be resolved with respect to the storm water design. He stated both Planning staff and the Planning Commission recommended approval of the requests.

Councilmember Piekarski Krech corrected condition number eight (8) to read “plant” instead of “plan”. She asked about condition number six (6).

Mr. Link recommended deleting condition number six (6) because the buildings do not currently meet the state building code for retail uses, but could be modified to meet the standards. He also corrected condition number 14 to read “prior to commencement of construction”.

Councilmember Grannis asked that the applicant confirm for the record that they would not object to the rezoning of the corner property along Upper 55th Street and Blaine Avenue.

Mayor Tourville questioned if the pond on 494 was governed by the watershed or by MnDOT.

Mr. Thureen informed the Council that the property, and the pond, is owned by MnDOT. He noted a permit is required to change the amount of discharge to that basin. He explained that the pond flows into the state’s 494 storm water system.

Councilmember Klein questioned if pond “SE” had an overflow to the pond across the street on Blackshire.

Mr. Thureen stated pond “SE” flows to a pond on the south side of Upper 55th Street and to the west of Blackberry Trail.

Councilmember Klein asked if Gertens could use that holding pond as a watering resource.

Mr. Thureen responded it could be used for irrigation if Gertens so chooses.

Lewis Gerten, applicant, asked Council to table consideration of the requests. He stated they need to understand what is being proposed with respect to the drainage issues and the ramifications of what they would be agreeing to. He stated he is comfortable with the proposed zoning change for the corner property along Upper 55th Street and Blaine Avenue, provided they get a workable project.

Peter Coyle, Larkin Hoffman, stated no agreement has been reached regarding the drainage issues. He stated the technical information needs to be reviewed and understood by Mr. Gerten to make sure the project is workable.

Mayor Tourville confirmed the applicant agreed to delete condition number six (6).

Mr. Coyle added he would also like to work with staff to reduce conditions 15, 16 and 17 down to a couple sentences.

Councilmember Madden clarified timing is important and they would like to start construction in the spring.

Councilmember Piekarski Krech questioned if the required approvals from MnDOT were the only things delaying the process.

Mr. Gerten stated the drainage issues are complex and there is some disagreement regarding infiltration. He noted MnDOT's response has been slow and that they may have to sit down at a work session meeting to get everyone at the table to work through the issues.

Mr. Kuntz suggested that the applicant extend the deadline another sixty days and the item could be brought back sooner if it is ready.

Mr. Coyle stated he would submit an extension request in writing.

Motion by Klein, second by Madden, to table consideration of the requests to February 28, 2011

Ayes: 5

Nays: 0 Motion carried.

Motion by Grannis, second by Klein, directing Planning staff to initiate the rezoning of corner parcel on Upper 55th St. and Blaine Avenue to Commercial PUD

Ayes: 5

Nays: 0 Motion carried.

The City Council took a five minute break.

B. CITY OF INVER GROVE HEIGHTS; Consider the following actions:

- i) The Third Reading of an Ordinance Establishing Standards Regulating Dynamic Display Billboards
- ii) An Ordinance Creating Dynamic Display Billboard Overlay District to Allow such Signs

Mr. Link stated Council approved the second reading of the ordinance on January 10 and did not make any changes. He noted no changes to the ordinance are proposed.

Motion by Madden, second by Klein, to adopt Ordinance No. 1228 Establishing Standards Regulating Dynamic Display Billboards and Ordinance No. 1229 Creating Dynamic Display Billboard Overlay District

Ayes: 4

Nays: 1 (Grannis) Motion carried.

ADMINISTRATION:

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

Ms. Teppen stated the contract amount is reflected to increase \$40,206.00 for a revised contract total of \$11,942,558.10. She noted the project contingency fund balance is \$161,232.90.

Councilmember Grannis questioned why the revisions for the in-floor heat piping layout were not taken into consideration by the architect when the basement bid alternate was included in the project. He stated items PR 114, PR 136, PR 137, & PR 139 should also be added to the list for negotiation at the end of the project. He explained none of the items referenced were required because of fault on the City's behalf and should have been included or planned for in the original design. He opined that he understands the change orders that result because of conditions in existing City Hall that were unknown prior to construction, but does not see why the City should have to pay for items were forgotten, or built and/or designed incorrectly.

Councilmember Klein questioned why the Owner's Representative did not catch some of the items when the original plans were reviewed.

Mr. Lynch responded that the Owner's Representative team was able to extensively review the plans for Phase II of the project but did not have the opportunity to review the plans for Phase I to the same extent due to the construction schedule. He noted the architect is aware of the oversights that have occurred throughout the course of the project and that the City has a number of areas of concern that need to be negotiated.

Ms. Teppen explained the Owner's Representative team conducts site visits several times a week. She stated she believes the City is getting a better product because of the work being done by the Owner's Representative team.

Councilmember Klein asked that the City Council be provided with a list of items the Owner's Representative team has submitted to the City throughout the course of the project.

Councilmember Madden questioned how much of the project has been completed.

Mr. Lynch stated as of January 20, 2011 the project is 85% complete.

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

Ayes: 4

Nays: 1 (Grannis) Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 19 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Ms. Teppen explained this change order is for main level insulation and gyp board replacement as a result of moisture damage that was discovered at the main level exterior walls after wall covering was removed during demolition. She stated the work is being required by the Building Official for occupant health and safety reasons. She noted the work would include new moisture resistant insulation, vapor barrier, and gypsum board. She stated the total for the work is \$18,917, for a revised contract of \$11,961,475.10 and a project contingency balance of \$142,315.90.

Motion by Klein, second by Madden, to approve Change Order No. 19 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Ayes: 5

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider Award of Bid for Re-Roof of Existing City Hall

Ms. Teppen explained during the design phase of the project the replacement of the roof at existing City Hall was value engineered out of the project in an effort to keep project costs low. She stated because the roof developed several leaks throughout the course of last winter and because bids came in lower than anticipated; the topic of roof replacement has been revisited. She explained following an inspection of the roof by an independent testing firm, Inspec, it was determined that further repair of the roof would not extend the life of the roof. Given the age of the roof membrane and the interior remodel Inspec recommended replacement of the roof. She stated seven bids were received, with the base bid calling for completion of the work within 60 days of notice to proceed and an alternate bid for installation on or about March 15, 2011 and completion by May 13, 2011. She explained BB Sheetmetal Roofing submitted the low bid in each instance with a cost of \$149,000 for the base bid and \$134,000 for spring construction. She noted the Architect, Owner's Representative, Inspec, and City staff recommended that Council award the bid with the alternate for spring construction. Staff also recommended that the funds to pay for the new roof come from the City Facilities fund.

Motion by Piekarski Krech, second by Grannis, to Award Bid for Re-Roof of Existing City Hall with

Bid Alternate No. 1 to BB Sheetmetal Roofing in the amount of \$134,000 to be paid out of the City Facilities Fund

Ayes: 5

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Approve Agreement for Periodic Construction Observation Services for Roof and Related Sheet Metal Services for the Re-Roof of Existing City Hall

Ms. Teppen stated it is recommended that Council approve the agreement with Inspec to provide inspection services for the re-roof of existing City Hall. She stated the cost is \$3,960 and funds are proposed to come from the City Facilities fund.

Motion by Madden, second by Grannis, to approve Agreement with Inspec, Inc. in the amount of \$3,960 for Periodic Construction Observation Services for Roof and Related Sheet Metal Services for the Re-Roof of Existing City Hall

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN: Motion by Piekarski Krech, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 10:06 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 14, 2011
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of January 20, 2011 to February 9, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 9, 2011. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$369,555.00
Debt Service & Capital Projects	712,857.04
Enterprise & Internal Service	369,704.62
Escrows	37,110.60
	<hr/>
Grand Total for All Funds	<u><u>\$1,489,227.26</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period January 20, 2011 to February 9, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING FEBRUARY 9, 2011**

WHEREAS, a list of disbursements for the period ending February 9, 2011 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 Reveune	\$369,555.00
	Debt Service & Capital Projects	712,857.04
	Enterprise & Internal Service	369,704.62
	Escrows	37,110.60
	Grand Total for All Funds	<u>\$1,489,227.26</u>

Adopted by the City Council of Inver Grove Heights this 14th day of February, 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/24/2011	104523	TURITTO'S PIZZA	work session	101-1000-413.50-75		1/2011	121.60
						* Total	121.60
01/26/2011	104526	ACE PAINT & HARDWARE	505458	101-6000-451.40-40		1/2011	12.81
			505603	101-6000-451.40-40		1/2011	6.38
			505634	101-4200-423.60-11		1/2011	22.95
						* Total	42.14
01/26/2011	104528	AFSCME COUNCIL 5		101-0000-203.10-00		1/2011	804.22
						* Total	804.22
01/26/2011	104531	AMERICAN ENGINEERING TE	50170	101-5200-443.30-70		1/2011	173.25
						* Total	173.25
01/26/2011	104532	AMERICAN PUBLIC WORKS A	RENEWAL	101-5000-441.50-70		1/2011	595.00
						* Total	595.00
01/26/2011	104533	ANCOM COMMUNICATIONS, I	20148	101-4200-423.40-42		1/2011	5,327.23
						* Total	5,327.23
01/26/2011	104535	ARAMARK UNIFORM SERVICE	cust 1535300	101-5200-443.60-45		1/2011	196.62
						* Total	196.62
01/26/2011	104540	CARGILL, INC.	3011497	101-5200-443.60-16		1/2011	6,596.69
			3024877	101-5200-443.60-16		1/2011	2,368.50
						* Total	8,965.19
01/26/2011	104543	CAT-PERSONAL SAFETY TRA	DECEMBER	101-5200-443.30-70		1/2011	380.77
			DECEMBER	101-6000-451.30-70		1/2011	380.77
						* Total	761.54
01/26/2011	104544	CEAM C/O LEAGUE OF MN C	REGISTRATION	101-5000-441.50-70		1/2011	60.00
						* Total	60.00
01/26/2011	104546	CITY OF ROSEMOUNT - MAA	2011	101-4000-421.50-70		1/2011	3,200.00
						* Total	3,200.00
01/26/2011	104547	CONTINENTAL SAFETY EQUI	412830	101-6000-451.60-45		1/2011	72.01
						* Total	72.01
01/26/2011	104551	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		1/2011	1,163.60
						* Total	1,163.60
01/26/2011	104552	DAKOTA ELECTRIC ASSN	acct 4430542	101-6000-451.40-20		1/2011	11.85
						* Total	11.85
01/26/2011	104553	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-20		1/2011	358.25
						* Total	358.25
01/26/2011	104554	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		1/2011	54.55
						* Total	54.55
01/26/2011	104555	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		1/2011	143.57

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	143.57
01/26/2011	104557	EDM PUBLISHERS, INC.	ref 10313364	101-3300-419.50-70		1/2011	89.00
						* Total	89.00
01/26/2011	104562	G & K SERVICES	1182769001	101-5200-443.60-45		1/2011	16.89
			1182769001	101-6000-451.60-45		1/2011	25.48
			1182923750	101-5200-443.60-45		1/2011	16.89-
			1182923750	101-6000-451.60-45		1/2011	25.48-
			6297159022	101-5200-443.60-45		1/2011	22.64
			6297159022	101-6000-451.60-45		1/2011	23.05
						* Total	45.69
01/26/2011	104565	GENERAL SPRINKLER CORPO	job canceled	101-0000-322.25-00		1/2011	59.00
						* Total	59.00
01/26/2011	104569	GREEN TOUCH SYSTEMS LLC	GTS1676	101-5200-443.60-16		1/2011	1,848.94
						* Total	1,848.94
01/26/2011	104570	GUN CLUB LAKE WATERSHED	CONTRIBUTION	101-5000-441.30-30		1/2011	1,058.72
						* Total	1,058.72
01/26/2011	104579	ICMA	RENEWAL	101-1100-413.50-70		1/2011	119.00
						* Total	119.00
01/26/2011	104584	J-C PRESS	102261	101-1100-413.50-32		1/2011	3,257.00
						* Total	3,257.00
01/26/2011	104586	KALDUNSKI, TOM	EXPENSE REPORT	101-5000-441.50-75		1/2011	221.06
			EXPENSE REPORT	101-5100-442.50-80		1/2011	12.77
						* Total	233.83
01/26/2011	104588	KILLMER ELECTRIC CO INC	7139016649	101-6000-451.40-47		1/2011	482.62
						* Total	482.62
01/26/2011	104593	LANGUAGE LINE SERVICES	268216	101-4000-421.50-20		1/2011	53.06
						* Total	53.06
01/26/2011	104594	LANOUE, ANN	mngfoa	101-2000-415.50-65		1/2011	19.89
			mngfoa	101-2000-415.50-75		1/2011	15.00
						* Total	34.89
01/26/2011	104595	LEAGUE OF MN CITIES	147460	101-6000-451.50-70		1/2011	20.00
						* Total	20.00
01/26/2011	104599	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		1/2011	120.00
			client 81000e	101-1000-413.30-42		1/2011	5,202.64
			client 81000e	101-2000-415.30-42		1/2011	16.00
			client 81000e	101-3200-419.30-42		1/2011	5,147.80
			client 81000e	101-3300-419.30-42		1/2011	955.47
			client 81000e	101-4000-421.30-42		1/2011	1,130.79
			client 81000e	101-4200-423.30-42		1/2011	504.00
			client 81000e	101-5000-441.30-42		1/2011	2,051.09

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/26/2011	104599	LEVANDER, GILLEN & MILL	client 81000e client 81000e	101-5100-442.30-42 101-6000-451.30-42		1/2011 1/2011 * Total	843.67 360.00 16,331.46
01/26/2011	104600	LEVANDER, GILLEN & MILL	client 92000E	101-4000-421.30-41		1/2011 * Total	10,754.61 10,754.61
01/26/2011	104604	METRO CITIES	membership dues	101-1100-413.50-70		1/2011 * Total	9,248.00 9,248.00
01/26/2011	104606	MIDWEST GANG INVESTIGAT	attendees-decker/wegner	101-4000-421.50-80		1/2011 * Total	140.00 140.00
01/26/2011	104609	MN LAW ENFORCEMENT EXP	3249	101-4000-421.50-70		1/2011 * Total	60.00 60.00
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324 policy 27324	101-0000-203.09-00 101-1100-413.20-62 101-2000-415.20-62 101-3000-419.20-62 101-3200-419.20-62 101-3300-419.20-62 101-4000-421.20-62 101-4200-423.20-62 101-5000-441.20-62 101-5100-442.20-62 101-5200-443.20-62 101-6000-451.20-62		1/2011 1/2011 1/2011 1/2011 1/2011 1/2011 1/2011 1/2011 1/2011 1/2011 1/2011 1/2011 1/2011 1/2011 * Total	1,788.92 75.50 96.63 30.16 30.53 21.00 406.25 41.08 21.61 123.04 70.28 97.49 2,802.49
01/26/2011	104613	MORTON SALT INC	566288 566289 568013 568014 579206	101-5200-443.60-16 101-5200-443.60-16 101-5200-443.60-16 101-5200-443.60-16 101-5200-443.60-16		1/2011 1/2011 1/2011 1/2011 1/2011 * Total	5,438.69 1,841.79 1,827.24 5,474.12 19,093.63 33,675.47
01/26/2011	104618	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		1/2011 * Total	197.78 197.78
01/26/2011	104619	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		1/2011 * Total	286.66 286.66
01/26/2011	104620	NEXTEL COMMUNICATIONS	acct 641378810	101-4200-423.50-20		1/2011 * Total	39.99 39.99
01/26/2011	104621	NEXTEL COMMUNICATIONS	acct 249383315	101-5200-443.50-20		1/2011 * Total	249.12 249.12
01/26/2011	104628	QWEST	acct 6514530219	101-6000-451.50-20		1/2011 * Total	41.64 41.64
01/26/2011	104629	QWEST	acct 6514577674	101-6000-451.50-20		1/2011	83.04

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	83.04
01/26/2011	104630	QWEST	acct 6514577671	101-6000-451.50-20		1/2011	41.46
						* Total	41.46
01/26/2011	104633	REGIONS HOSPITAL	3519481	101-4000-421.30-70		1/2011	29.53
						* Total	29.53
01/26/2011	104635	RIVARD STONE, INC.	70727	101-6000-451.60-65		1/2011	11,601.20
						* Total	11,601.20
01/26/2011	104637	SHARROW LIFTING PRODUCT	36829	101-5200-443.60-16		1/2011	662.41
						* Total	662.41
01/26/2011	104638	SHEA, CATHY	mngfoa fee	101-2000-415.50-75		1/2011	15.00
						* Total	15.00
01/26/2011	104642	SPORTS TURF MANAGERS AS	MEMBERSHIP	101-6000-451.50-70		1/2011	110.00
						* Total	110.00
01/26/2011	104643	SPRINT	acct 266183728076	101-4200-423.50-20		1/2011	523.60
						* Total	523.60
01/26/2011	104647	THUREEN, SCOTT D	condac mtg	101-5000-441.50-75		1/2011	52.80
						* Total	52.80
01/26/2011	104649	TOTAL CONSTRUCTION & EQ	48516	101-6000-451.40-40		1/2011	852.30
						* Total	852.30
01/26/2011	104650	TOTAL REPAIR, INC.	22895 22901	101-5200-443.40-46 101-5200-443.40-46		1/2011 1/2011	10,050.00 1,530.00
						* Total	11,580.00
01/26/2011	104652	TRANS UNION LLC	12019204	101-1100-413.30-50		1/2011	74.40
						* Total	74.40
01/26/2011	104654	TWIN CITIES OCCUPATIONA	101743717	101-1100-413.30-50		1/2011	270.00
						* Total	270.00
01/26/2011	104656	UNITED WAY		101-0000-203.13-00		1/2011	230.00
						* Total	230.00
01/26/2011	104659	VOLUNTEER FIREFIGHTERS	DUES 2011	101-4200-423.30-70		1/2011	44.00
						* Total	44.00
01/26/2011	104664	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		1/2011	141.10
						* Total	141.10
01/26/2011	104665	XCEL ENERGY	acct 5152791130 acct 5152791130	101-5200-443.40-20 101-5400-445.40-20		1/2011 1/2011	183.29 9,821.24
						* Total	10,004.53
01/26/2011	104666	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		1/2011	1,006.13

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01/26/2011	104666	XCEL ENERGY	acct 5147791673	101-6000-451.40-20		1/2011	963.96
						* Total	1,970.09
02/02/2011	104672	ARAMARK UNIFORM SERVICE	6297168510	101-5200-443.60-45		1/2011	12.86
			6297168510	101-6000-451.60-45		1/2011	23.05
						* Total	35.91
02/02/2011	104675	CARGILL, INC.	3049808	101-5200-443.60-16		1/2011	14,229.72
			3052253	101-5200-443.60-16		2/2011	2,279.87
						* Total	16,509.59
02/02/2011	104684	COPY RIGHT	49737	101-4000-421.50-30		1/2011	72.76
						* Total	72.76
02/02/2011	104689	DAKOTA COMMUNICATIONS C	IG201102	101-4000-421.70-30		1/2011	26,178.00
			IG201102	101-4200-423.70-50		1/2011	13,090.00
						* Total	39,268.00
02/02/2011	104690	DAKOTA CTY FINANCIAL SV	2010 CJIIN	101-4000-421.70-30		2/2011	12,023.00
			2011 CJIIN	101-4000-421.70-30		2/2011	21,704.18
						* Total	33,727.18
02/02/2011	104692	DAKOTA CTY PROPERTY REC	november 2010	101-2000-415.30-70		1/2011	7.20
			november 2010	101-4000-421.30-70		1/2011	5.84
			november 2010	101-5100-442.30-70		1/2011	11.84
						* Total	24.88
02/02/2011	104697	DUCHENE, EVELYN	negotiator incident reviw	101-4000-421.50-80		1/2011	40.00
						* Total	40.00
02/02/2011	104700	ENTENMANN-ROVIN CO.	67670	101-4000-421.60-45		1/2011	46.73
						* Total	46.73
02/02/2011	104701	ENTENMANN-ROVIN CO.	67907	101-4000-421.60-45		2/2011	92.73
						* Total	92.73
02/02/2011	104703	FIREHOUSE MAGAZINE	RENEWAL	101-4200-423.50-70		1/2011	29.95
						* Total	29.95
02/02/2011	104710	HEALTH EAST	11976	101-4000-421.30-70		1/2011	85.00
						* Total	85.00
02/02/2011	104712	HOME DEPOT CREDIT SERVI	acct 6035322502554813	101-4200-423.40-40		1/2011	635.55
						* Total	635.55
02/02/2011	104717	IACP	RENEWAL	101-4000-421.50-70		1/2011	120.00
						* Total	120.00
02/02/2011	104718	ICC	1272212	101-3300-419.60-18		2/2011	83.92
						* Total	83.92
02/02/2011	104719	IKON OFFICE SOLUTIONS	acct 1452531017392	101-6000-451.40-65		2/2011	29.28
						* Total	29.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/02/2011	104728	LOCAL GOVERNMENT INFORM	33131 33200	101-4000-421.70-30 101-4000-421.70-30		1/2011 1/2011 * Total	3,830.00 25,371.00 29,201.00
02/02/2011	104729	MADSEN, BENNETT	uniforms	101-4000-421.60-45		1/2011 * Total	701.82 701.82
02/02/2011	104730	MAGC	membership	101-1100-413.50-70		2/2011 * Total	60.00 60.00
02/02/2011	104734	MN DNR - OMB	2010 WATER USE	101-6000-451.40-05		2/2011 * Total	225.00 225.00
02/02/2011	104737	MN GLOVE & SAFETY, INC.	249746	101-5200-443.60-45		1/2011 * Total	98.97 98.97
02/02/2011	104738	MN NCPERS LIFE INSURANC	FEBRUARY 2011	101-0000-203.16-00		1/2011 * Total	368.00 368.00
02/02/2011	104740	MNFIAM BOOK SALES	1109	101-4200-423.60-18		1/2011 * Total	149.63 149.63
02/02/2011	104743	MOORE MEDICAL LLC	81478909	101-4200-423.60-18		1/2011 * Total	45.30 45.30
02/02/2011	104744	MORTON SALT INC	587461	101-5200-443.60-16		2/2011 * Total	32,088.00 32,088.00
02/02/2011	104745	MPELRA	member - jenelle teppen	101-1100-413.50-70		2/2011 * Total	150.00 150.00
02/02/2011	104746	NEWMAN SIGNS INC	TI0230697	101-5200-443.60-16		1/2011 * Total	566.53 566.53
02/02/2011	104747	NEXTEL COMMUNICATIONS	act 266948529	101-4000-421.50-20		1/2011 * Total	708.41 708.41
02/02/2011	104754	QWEST	acct 6514559072	101-4200-423.50-20		1/2011 * Total	40.72 40.72
02/02/2011	104755	RIVER HEIGHTS CHAMBER O	1049	101-1000-413.50-75		1/2011 * Total	45.00 45.00
02/02/2011	104756	SAM'S CLUB	acct 7715090061172300	101-1100-413.50-70		2/2011 * Total	70.00 70.00
02/02/2011	104758	SENSIBLE LAND USE COALI	REGISTRATION REGISTRATION	101-3000-419.50-80 101-3200-419.50-80		2/2011 2/2011 * Total	38.00 38.00 76.00
02/02/2011	104762	SPECIAL OPERATIONS TRAI	REGISTRATION REGISTRATION	101-4000-421.50-75 101-4000-421.50-80		1/2011 1/2011 * Total	520.00 50.00 570.00

Program: GM179L

CHECK REGISTER BY FUND

Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/02/2011	104763	SPRINT	act 166309819	101-4000-421.50-20		1/2011	120.10
						* Total	120.10
02/02/2011	104766	TDS METROCOM	CITY HALL	101-4000-421.50-20		1/2011	130.27
			CITY HALL	101-4200-423.50-20		1/2011	157.17
			CITY HALL	101-6000-451.50-20		1/2011	35.03
						* Total	322.47
02/02/2011	104769	TWIN CITIES OCCUPATIONA	101748461	101-1100-413.30-50		2/2011	25.00
						* Total	25.00
02/02/2011	104770	UNIFORMS UNLIMITED	59438	101-4000-421.60-45		1/2011	1,546.73
						* Total	1,546.73
02/02/2011	104771	USA MOBILITY WIRELESS I	U61119266A	101-4000-421.50-20		1/2011	15.70
						* Total	15.70
02/02/2011	104774	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-65		1/2011	53.63
						* Total	53.63
02/02/2011	104777	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		2/2011	33.74
						* Total	33.74
02/02/2011	104780	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		1/2011	38.87
						* Total	38.87
02/02/2011	104781	XCEL ENERGY	acct 5193598573	101-5400-445.40-20		2/2011	522.33
						* Total	522.33
02/02/2011	104782	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		2/2011	35.32
						* Total	35.32
02/09/2011	104787	ACE PAINT & HARDWARE	505808	101-4200-423.40-40		2/2011	36.84
						* Total	36.84
02/09/2011	104788	AFSCME COUNCIL 5	1/22 - 2/4	101-0000-203.10-00		2/2011	804.22
						* Total	804.22
02/09/2011	104789	ANCOM TECHNICAL CENTER	20228	101-4200-423.40-42		2/2011	184.89
						* Total	184.89
02/09/2011	104794	BLOOMINGTON SECURITY SO	S722227	101-6000-451.40-40		2/2011	562.10
						* Total	562.10
02/09/2011	104802	DAKOTA CTY TREASURER	8360	101-5400-445.40-20		2/2011	479.46
						* Total	479.46
02/09/2011	104804	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		2/2011	32.00
						* Total	32.00
02/09/2011	104806	DAKOTA ELECTRIC ASSN	acct 4430542	101-6000-451.40-20		2/2011	27.59
						* Total	27.59

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02/09/2011	104807	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		2/2011	294.29
						* Total	294.29
02/09/2011	104808	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		2/2011	110.10
						* Total	110.10
02/09/2011	104809	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-20		2/2011	363.28
						* Total	363.28
02/09/2011	104811	EMMONS & OLIVIER RESOUR	95001339	101-5100-442.30-30		2/2011	257.50
			9500311	101-5100-442.30-30		2/2011	2,031.05
						* Total	2,288.55
02/09/2011	104814	FIRE SAFETY USA	41533	101-4200-423.40-42		2/2011	755.00
						* Total	755.00
02/09/2011	104819	HAHN, NICHOLAS	BOOT ALLOWANCE	101-5100-442.60-45		2/2011	140.99
						* Total	140.99
02/09/2011	104822	HILLYARD INC	6620326	101-4200-423.60-11		2/2011	273.82
						* Total	273.82
02/09/2011	104823	IACP	charles kleckner	101-4000-421.50-70		2/2011	240.00
						* Total	240.00
02/09/2011	104826	INVER GROVE FORD	RENTAL	101-4000-421.70-30		2/2011	266.88
						* Total	266.88
02/09/2011	104828	INVER HILLS COMMUNITY C	ROOM RENTAL	101-4200-423.30-70		2/2011	250.00
						* Total	250.00
02/09/2011	104829	ISA	brian swoboda	101-6000-451.50-70		2/2011	165.00
						* Total	165.00
02/09/2011	104830	IUOE	1/22 - 2/4	101-0000-203.10-00		2/2011	1,447.65
						* Total	1,447.65
02/09/2011	104832	LANOUE, ANN	EXPENSE REPORT	101-2000-415.50-65		2/2011	3.77
						* Total	3.77
02/09/2011	104835	LELS	1/22 - 2/4	101-0000-203.10-00		2/2011	1,170.00
						* Total	1,170.00
02/09/2011	104836	LELS SERGEANTS	1/22 - 2/4	101-0000-203.10-00		2/2011	210.00
						* Total	210.00
02/09/2011	104838	LILLIE SUBURBAN NEWSPAP	ADMIN	101-1100-413.50-25		2/2011	106.88
			INSPECTIONS	101-3300-419.30-42		2/2011	125.88
			PLANNING	101-3200-419.50-25		2/2011	263.64
						* Total	496.40
02/09/2011	104840	LOWER MISSISSIPPI RIVER	dues 2011	101-5000-441.30-30		2/2011	27,067.23
						* Total	27,067.23

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/09/2011	104843	MIKE'S SHOE REPAIR, INC	01312011	101-4200-423.30-70		2/2011	89.00
						* Total	89.00
02/09/2011	104844	MINNEAPOLIS OXYGEN CO.	RI01110419	101-4200-423.30-70		2/2011	14.58
						* Total	14.58
02/09/2011	104848	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		2/2011	288.55
						* Total	288.55
02/09/2011	104850	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		2/2011	38.18
						* Total	38.18
02/09/2011	104854	QWEST	acct 6514577674	101-6000-451.50-20		2/2011	41.68
						* Total	41.68
02/09/2011	104855	QWEST	acct 6514577671	101-6000-451.50-20		2/2011	41.64
						* Total	41.64
02/09/2011	104860	S & T OFFICE PRODUCTS	CALENDAR	101-1100-413.60-40		2/2011	33.94
			CALENDAR	101-2000-415.60-40		2/2011	126.20
			CALENDAR	101-3200-419.60-40		2/2011	55.84
			CALENDAR	101-4000-421.60-40		2/2011	89.63
			CALENDAR	101-5100-442.60-40		2/2011	255.00
			CALENDAR	101-5200-443.60-40		2/2011	96.91
			CALENDAR/1382	101-3300-419.60-40		2/2011	203.78
			1385	101-3000-419.60-10		2/2011	39.14
			1385	101-3200-419.60-10		2/2011	58.74
						* Total	959.18
02/09/2011	104861	SAM'S CLUB	acct 7715090401334891	101-4200-423.60-11		2/2011	18.81
			acct 7715090401334891	101-4200-423.60-65		2/2011	32.07
						* Total	50.88
02/09/2011	104865	SHEA, CATHY	mileage	101-2000-415.50-65		2/2011	23.56
						* Total	23.56
02/09/2011	104869	SWOBODA, BRIAN	class a license	101-6000-451.50-70		2/2011	100.00
						* Total	100.00
02/09/2011	104870	T MOBILE	acct 494910368	101-5100-442.50-20		2/2011	49.99
						* Total	49.99
02/09/2011	104871	TERRI KENISON	JANUARY 2011	101-4200-423.30-70		2/2011	908.44
						* Total	908.44
02/09/2011	104872	TIMESAVER OFF SITE SECR	JAN	101-1100-413.30-70		2/2011	456.00
						* Total	456.00
02/09/2011	104873	TOTAL CONSTRUCTION & EQ	48646	101-6000-451.40-47		2/2011	198.07
						* Total	198.07
02/09/2011	104874	TRANS UNION LLC	acct	101-1100-413.30-50		2/2011	74.40
						* Total	74.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/09/2011	104876	UNIFORMS UNLIMITED	63166	101-4000-421.60-45		2/2011	343.17
						* Total	343.17
02/09/2011	104877	UNITED WAY	1/22 - 2/4	101-0000-203.13-00		2/2011	230.00
						* Total	230.00
02/09/2011	104878	US POSTMASTER	ADMIN	101-1100-413.50-32		2/2011	1,994.65
						* Total	1,994.65
02/09/2011	104882	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		2/2011	36.92
						* Total	36.92
02/09/2011	104883	XCEL ENERGY	acct 5197824361	101-5400-445.40-20		2/2011	95.80
						* Total	95.80
02/09/2011	104884	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		2/2011	91.14
						* Total	91.14
02/09/2011	104885	XCEL ENERGY	acct 5198973045	101-5400-445.40-20		2/2011	33.02
						* Total	33.02
				147 Checks	** Fund Total		343,973.71
01/26/2011	104651	TOUR MINNESOTA ASSOCIAT	MEMBERSHIP	201-1600-465.50-70		1/2011	300.00
						* Total	300.00
02/02/2011	104755	RIVER HEIGHTS CHAMBER O	999	201-1600-465.60-40		1/2011	150.18
						* Total	150.18
02/09/2011	104791	BENGTSON, NICOLE	mileage	201-1600-465.50-65		2/2011	35.40
			mileage	201-1600-465.50-75		2/2011	62.78
						* Total	98.18
02/09/2011	104812	ENSEMBLE CREATIVE & MAR	JANUARY	201-1600-465.50-25		2/2011	4,611.08
						* Total	4,611.08
02/09/2011	104857	RIVER HEIGHTS CHAMBER O	1078	201-1600-465.30-70		2/2011	1,592.50
			1078	201-1600-465.40-65		2/2011	200.00
						* Total	1,792.50
				5 Checks	** Fund Total		6,951.94
02/02/2011	104776	WSB & ASSOCIATES, INC.	5	399-9000-570.30-70		2/2011	4,812.00
						* Total	4,812.00
				1 Checks	** Fund Total		4,812.00
02/02/2011	104748	NORTHERN AIR CORP	6548	400-6200-453.30-70		2/2011	25,500.00
						* Total	25,500.00
				1 Checks	** Fund Total		25,500.00
01/21/2011	104522	EHLERS AND ASSOCIATES,	REGISTRATION	405-9000-570.50-80		1/2011	85.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	85.00
02/02/2011	104691	DAKOTA CTY PROPERTY REC	2486	405-9000-570.30-70		1/2011	515.00
						* Total	515.00
02/09/2011	104832	LANOUE, ANN	mileage	405-9000-570.50-65		2/2011	21.82
						* Total	21.82
02/09/2011	104865	SHEA, CATHY	mileage	405-9000-570.50-65		2/2011	26.24
						* Total	26.24
				4 Checks	** Fund Total		648.06
02/09/2011	104866	SRF CONSULTING GROUP, I	07255004	420-5910-720.30-30	0010	2/2011	4,988.29
						* Total	4,988.29
				1 Checks	** Fund Total		4,988.29
01/26/2011	104599	LEVANDER, GILLEN & MILL	client 81000e	425-5911-725.30-42	9811	1/2011	16.00
			client 81000e	425-5922-725.30-42	0522	1/2011	1,611.00
						* Total	1,627.00
				1 Checks	** Fund Total		1,627.00
01/26/2011	104599	LEVANDER, GILLEN & MILL	client 81000e	427-5917-727.30-42	0717	1/2011	239.90
						* Total	239.90
02/09/2011	104831	KIMLEY-HORN & ASSOCIATE	4356904	427-5917-727.30-30	0717	2/2011	620.10
						* Total	620.10
				2 Checks	** Fund Total		860.00
01/26/2011	104599	LEVANDER, GILLEN & MILL	client 81000e	428-5910-728.30-42	0810	1/2011	758.78
						* Total	758.78
02/02/2011	104674	BKV GROUP, INC.	27537	428-5918-728.30-20	0818	2/2011	2,329.19
			27538	428-5918-728.30-20	0818	2/2011	2,450.00
			27539	428-5918-728.30-20	0818	2/2011	8,346.00
						* Total	13,125.19
02/02/2011	104720	INSPEC INC	2118621	428-5918-728.70-60	0818	1/2011	1,105.80
						* Total	1,105.80
02/02/2011	104721	INTEGRA TELECOM	acct 2129	428-5918-728.80-60	0818	1/2011	700.29
						* Total	700.29
02/02/2011	104724	KRECH, O'BRIEN, MUELLER	815301	428-5918-728.30-70	0818	1/2011	14,042.30
						* Total	14,042.30
02/02/2011	104731	MCGHIE BETTS, INC	DECEMBER	428-5918-728.70-60	0818	1/2011	3,979.50
						* Total	3,979.50
02/09/2011	104820	HENNEN CONSTRUCTION COM	southern sanitary	428-5911-728.80-30	0811	2/2011	39,580.42

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	39,580.42
02/09/2011	104831	KIMLEY-HORN & ASSOCIATE	4019706	428-5910-728.30-30	0810	2/2011	705.70
						* Total	705.70
02/09/2011	104880	WSB & ASSOCIATES, INC.	11	428-5913-728.30-30	0813	2/2011	448.00
						* Total	448.00
02/09/2011	104892	SHAW-LUNDQUIST ASSOCIAT	city hall addition	428-5918-728.80-20	0818	2/2011	260,498.41
						* Total	260,498.41
				10 Checks	** Fund Total		334,944.39
01/26/2011	104599	LEVANDER, GILLEN & MILL	client 81000e	429-5924-729.30-42	0924	1/2011	175.50
						* Total	175.50
02/09/2011	104796	BURSCHVILLE CONSTRUCTIO	well 9	429-5929-729.80-30	0929	2/2011	50,714.74
						* Total	50,714.74
02/09/2011	104803	DAKOTA CTY TREASURER	8376	429-5911-729.80-30	0911	2/2011	23,888.96
			8376	429-5921-729.80-30	0921	2/2011	660.00
			8378	429-5920-729.80-30	0920	2/2011	1,017.44
						* Total	25,566.40
02/09/2011	104811	EMMONS & OLIVIER RESOUR	9500275	429-5901-729.30-30	0901	2/2011	993.50
						* Total	993.50
02/09/2011	104867	STATE OF MN - DEPT. OF	cust 1298	429-5924-729.30-70	0924	2/2011	477.05
						* Total	477.05
				5 Checks	** Fund Total		77,927.19
01/26/2011	104573	HOISINGTON KOEGLER GROU	0100502	430-5923-730.30-60	1023	1/2011	3,731.50
						* Total	3,731.50
02/09/2011	104817	FRATTALONE COMPANIES IN	59th st improvements	430-5912-730.80-30	1012	2/2011	27,012.88
						* Total	27,012.88
				2 Checks	** Fund Total		30,744.38
01/26/2011	104599	LEVANDER, GILLEN & MILL	client 81000e	440-5900-740.30-42	1109D	1/2011	778.50
						* Total	778.50
02/09/2011	104795	BRAUN INTERTEC CORPORAT	I09213	440-5900-740.30-34	1109E	2/2011	1,834.50
			330390	440-5900-740.30-34	1109E	2/2011	1,834.50
						* Total	3,669.00
02/09/2011	104801	DAKOTA CTY SOIL & WATER	2084	440-5900-740.30-70	1009D	2/2011	1,050.00
						* Total	1,050.00
02/09/2011	104831	KIMLEY-HORN & ASSOCIATE	4356909	440-5900-740.30-30	1109D	2/2011	3,438.39
						* Total	3,438.39

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/09/2011	104842	METZEN APPRAISALS		440-5900-740.30-70	1009D	2/2011	3,000.00
						* Total	3,000.00
				5 Checks	** Fund Total		11,935.89
01/26/2011	104658	VACKER INC	732	444-5900-744.40-47		1/2011	5,703.66
						* Total	5,703.66
				1 Checks	** Fund Total		5,703.66
01/26/2011	104599	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	1/2011	564.00
						* Total	564.00
				1 Checks	** Fund Total		564.00
02/02/2011	104748	NORTHERN AIR CORP	6548	451-5900-751.30-70		2/2011	24,333.17
						* Total	24,333.17
02/09/2011	104803	DAKOTA CTY TREASURER	8377	451-5900-751.80-10		2/2011	173,822.85
						* Total	173,822.85
				2 Checks	** Fund Total		198,156.02
01/21/2011	104522	EHLERS AND ASSOCIATES,	REGISTRATION	452-9000-570.50-80		1/2011	85.00
						* Total	85.00
02/02/2011	104691	DAKOTA CTY PROPERTY REC	2486	452-9000-570.30-70		1/2011	4,865.00
						* Total	4,865.00
02/09/2011	104832	LANOUE, ANN	mileage	452-9000-570.50-65		2/2011	21.83
						* Total	21.83
02/09/2011	104865	SHEA, CATHY	mileage	452-9000-570.50-65		2/2011	26.25
						* Total	26.25
				4 Checks	** Fund Total		4,998.08
01/21/2011	104522	EHLERS AND ASSOCIATES,	REGISTRATION	453-9000-570.50-80		1/2011	85.00
						* Total	85.00
02/02/2011	104691	DAKOTA CTY PROPERTY REC	2486	453-9000-570.30-70		1/2011	9,315.00
						* Total	9,315.00
02/09/2011	104832	LANOUE, ANN	mileage	453-9000-570.50-65		2/2011	21.83
						* Total	21.83
02/09/2011	104865	SHEA, CATHY	mileage	453-9000-570.50-65		2/2011	26.25
						* Total	26.25
				4 Checks	** Fund Total		9,448.08
01/26/2011	104526	ACE PAINT & HARDWARE	505577	501-7100-512.60-16		1/2011	18.16
			505595	501-7100-512.60-16		1/2011	7.47

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/26/2011	104526	ACE PAINT & HARDWARE	505662 505669	501-7100-512.60-16 501-7100-512.60-16		1/2011 1/2011 * Total	136.21 42.74- 119.10
01/26/2011	104536	AUTOMATIC SYSTEMS CO	23545S	501-7100-512.40-42		1/2011 * Total	392.30 392.30
01/26/2011	104543	CAT-PERSONAL SAFETY TRA	DECEMBER	501-7100-512.30-70		1/2011 * Total	63.46 63.46
01/26/2011	104556	DEY DISTRIBUTING	4705207	501-7100-512.40-40		1/2011 * Total	43.44 43.44
01/26/2011	104567	GOODIN COMPANY	02851403	501-7100-512.60-16		1/2011 * Total	128.47 128.47
01/26/2011	104575	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		1/2011 * Total	96.57 96.57
01/26/2011	104589	KLM ENGINEERING INC	4195	501-7100-512.30-30		1/2011 * Total	2,500.00 2,500.00
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	501-7100-512.20-62		1/2011 * Total	55.67 55.67
01/26/2011	104624	OTIS ELEVATOR COMPANY	CL65002111	501-7100-512.40-40		1/2011 * Total	1,583.88 1,583.88
01/26/2011	104643	SPRINT	acct 842483314	501-7100-512.50-20		1/2011 * Total	281.23 281.23
01/26/2011	104648	TKDA	201004216	501-7100-512.30-70		1/2011 * Total	1,295.14 1,295.14
01/26/2011	104660	WATER CONSERVATION SERV	2202	501-7100-512.30-70		1/2011 * Total	275.00 275.00
02/02/2011	104679	CAT-PERSONAL SAFETY TRA	11247	501-7100-512.60-45		2/2011 * Total	593.00 593.00
02/02/2011	104692	DAKOTA CTY PROPERTY REC	november 2010	501-7100-512.30-70		1/2011 * Total	1.00 1.00
02/02/2011	104694	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		2/2011 * Total	14.60 14.60
02/02/2011	104698	EMBROIDME.COM	5977	501-7100-512.60-45		2/2011 * Total	274.13 274.13
02/02/2011	104706	GOODIN COMPANY	01918285 02852522	501-7100-512.60-16 501-7100-512.60-16		2/2011 2/2011 * Total	36.33 48.02 84.35

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/02/2011	104736	MN DNR - OMB	permit 1980-6052	501-7100-512.30-70		2/2011	11,853.00
						* Total	11,853.00
02/02/2011	104737	MN GLOVE & SAFETY, INC.	249743	501-7100-512.60-45		2/2011	41.99
			249744	501-7100-512.60-65		2/2011	13.90
						* Total	55.89
02/02/2011	104757	SAM'S CLUB	acct 7715090051845624	501-7100-512.60-65		2/2011	146.61
						* Total	146.61
02/02/2011	104766	TDS METROCOM	CITY HALL	501-7100-512.50-20		1/2011	212.37
						* Total	212.37
02/02/2011	104775	WATER CONSERVATION SERV	2270	501-7100-512.30-70		2/2011	220.40
						* Total	220.40
02/09/2011	104787	ACE PAINT & HARDWARE	505700	501-7100-512.60-16		2/2011	9.61
						* Total	9.61
02/09/2011	104790	AUTOMATIC SYSTEMS CO.	23577S	501-7100-512.40-42		2/2011	1,834.01
						* Total	1,834.01
02/09/2011	104792	BERGLUND, AMY	EXPENSE REPORT	501-7100-512.50-70		2/2011	43.00
						* Total	43.00
02/09/2011	104879	VALLEY-RICH CO, INC	16224	501-7100-512.40-46		2/2011	3,269.99
						* Total	3,269.99
				26 Checks	** Fund Total		25,446.22
01/26/2011	104534	ANTHONY FERNANDEZ	REQUESTED CREDIT REFUND	502-0000-116.00-00		1/2011	18.04
						* Total	18.04
01/26/2011	104548	COSTELLO, VIVIENE	REQUESTED CREDIT REFUND	502-0000-116.00-00		1/2011	34.20
						* Total	34.20
01/26/2011	104560	FREDDIE MAC	REQUESTED CREDIT REFUND	502-0000-116.00-00		1/2011	4.44
						* Total	4.44
01/26/2011	104566	GLOBAL CLOSING & TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		1/2011	69.65
						* Total	69.65
01/26/2011	104581	INFRATECH	PR10905	502-7200-514.40-43		1/2011	1,934.88
						* Total	1,934.88
01/26/2011	104591	KUENZI, KATIE	REQUESTED CREDIT REFUND	502-0000-116.00-00		1/2011	49.00
						* Total	49.00
01/26/2011	104592	KWLTA	REQUESTED CREDIT REFUND	502-0000-116.00-00		1/2011	2.21
						* Total	2.21
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	502-7200-514.20-62		1/2011	35.99
						* Total	35.99

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/26/2011	104634	REITZEL, JOE	REQUESTED CREDIT REFUND	502-0000-116.00-00		1/2011	90.10
						* Total	90.10
01/26/2011	104653	TRUSTEE:JOHN A HEDBACK	REQUESTED CREDIT REFUND	502-0000-116.00-00		1/2011	198.76
						* Total	198.76
02/02/2011	104692	DAKOTA CTY PROPERTY REC	november 2010	502-7200-514.30-70		1/2011	1.00
						* Total	1.00
02/02/2011	104739	MN POLLUTION CONTROL AG	waste water operator	502-7200-514.50-80		2/2011	23.00
						* Total	23.00
02/09/2011	104825	INFRATECH	PR11039	502-7200-514.40-43		2/2011	1,676.82
			PR11040	502-7200-514.40-43		2/2011	2,200.00
						* Total	3,876.82
				13 Checks	** Fund Total		6,338.09
01/26/2011	104529	ALTERNATOR REBUILD	43036	503-8600-527.40-42		1/2011	20.00
						* Total	20.00
01/26/2011	104562	G & K SERVICES	1182779973	503-8600-527.60-45		1/2011	86.30
						* Total	86.30
01/26/2011	104564	GEMPLER'S INC.	1016675085	503-8600-527.60-65		1/2011	538.57
						* Total	538.57
01/26/2011	104568	GRAINGER	9436096847	503-8100-522.60-20		1/2011	409.32
			9436096847	503-8500-526.60-65		1/2011	1,710.19
						* Total	2,119.51
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	503-8000-521.20-62		1/2011	28.14
			policy 27324	503-8500-526.20-62		1/2011	16.65
			policy 27324	503-8600-527.20-62		1/2011	43.30
						* Total	88.09
01/26/2011	104636	SDI	400980	503-8200-523.76-20		1/2011	578.84
						* Total	578.84
01/26/2011	104662	WESTIN-NIELSON	downpmt - 50%	503-8600-527.80-40		1/2011	6,444.20
						* Total	6,444.20
02/02/2011	104676	CARLSON EQUIPMENT	W13594	503-8600-527.40-42		2/2011	892.64
						* Total	892.64
02/02/2011	104680	CHECKPOINT SYSTEMS INC	364580	503-8500-526.50-55		1/2011	210.00
						* Total	210.00
02/02/2011	104684	COPY RIGHT	49858	503-8000-521.50-30		2/2011	2,730.48
						* Total	2,730.48
02/02/2011	104685	CRYSTEEL TRUCK EQUIPMEN	FP140592	503-8600-527.40-42		2/2011	312.98
						* Total	312.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/02/2011	104695	DEX MEDIA EAST	110360619	503-8500-526.50-25		2/2011	102.05
						* Total	102.05
02/02/2011	104705	G & K SERVICES	1182790955	503-8600-527.60-45		2/2011	91.94
						* Total	91.94
02/02/2011	104727	LILLIE SUBURBAN NEWSPAP	GOLF	503-8500-526.50-25		2/2011	60.32
						* Total	60.32
02/02/2011	104732	MGCSA	annual dues	503-8600-527.50-70		2/2011	435.00
						* Total	435.00
02/02/2011	104733	MN DEPT OF AGRICULTURE	pesticide licenses	503-8600-527.50-70		2/2011	30.00
						* Total	30.00
02/02/2011	104735	MN DNR - OMB	permit 1992-6022	503-8600-527.50-70		2/2011	517.00
						* Total	517.00
02/02/2011	104760	SEVEN CORNERS HARDWARE,	154277	503-8600-527.40-42		2/2011	112.11
						* Total	112.11
02/02/2011	104772	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		2/2011	8.72
						* Total	8.72
02/09/2011	104787	ACE PAINT & HARDWARE	505782	503-8600-527.40-40		2/2011	6.94
						* Total	6.94
02/09/2011	104793	BEST BUY BUSINESS ADVAN	acct 12842	503-8600-527.80-40		2/2011	1,669.09
						* Total	1,669.09
02/09/2011	104805	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		2/2011	203.25
						* Total	203.25
02/09/2011	104818	G & K SERVICES	1182801987	503-8600-527.60-45		2/2011	86.30
						* Total	86.30
02/09/2011	104841	MENARDS - WEST ST. PAUL	41160	503-8600-527.40-40		2/2011	118.06
						* Total	118.06
02/09/2011	104846	MTI DISTRIBUTING CO	770924	503-8600-527.40-42		2/2011	415.28
			771196	503-8600-527.40-42		2/2011	907.06
			771205	503-8600-527.40-42		2/2011	1,034.62
			771896	503-8600-527.40-42		2/2011	211.33
						* Total	2,568.29
02/09/2011	104847	NAPA OF INVER GROVE HEI	235703	503-8600-527.40-42		2/2011	311.37
			235715	503-8600-527.40-42		2/2011	11.44
			235934	503-8600-527.40-42		2/2011	29.63
			235935	503-8600-527.40-42		2/2011	73.86
			236239	503-8600-527.40-42		2/2011	17.34
			236394	503-8600-527.40-42		2/2011	14.98
			237633	503-8600-527.40-42		2/2011	26.77
			237773	503-8600-527.40-42		2/2011	23.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/09/2011	104847	NAPA OF INVER GROVE HEI	238493	503-8600-527.40-42		2/2011	502.42
			238563	503-8600-527.40-42		2/2011	117.84
			238565	503-8600-527.60-22		2/2011	11.76
			239019	503-8600-527.60-12		2/2011	41.66
						* Total	887.62
02/09/2011	104853	PRESTIGE ELECTRIC, INC.	85078	503-8600-527.80-40		2/2011	871.00
			85079	503-8600-527.80-20		2/2011	721.00
						* Total	1,592.00
02/09/2011	104864	SAMARITAN TIRE COMPANY	7681	503-8600-527.60-14		2/2011	595.65
						* Total	595.65
02/09/2011	104881	XCEL ENERGY	acct 515877511	503-8600-527.40-20		2/2011	9.66
						* Total	9.66
02/09/2011	104888	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		2/2011	59.20
						* Total	59.20
02/09/2011	104889	XCEL ENERGY	acct 5157543641	503-8500-526.40-10		2/2011	183.80
			acct 5157543641	503-8500-526.40-20		2/2011	416.14
			acct 5157543641	503-8600-527.40-10		2/2011	585.19
						* Total	1,185.13
				31 Checks	** Fund Total		24,359.94
01/26/2011	104530	AMERICAN CARNIVAL MART	103803501	504-6100-452.60-09	R30300	1/2011	198.00
						* Total	198.00
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	504-6100-452.20-62	R90100	1/2011	72.11
						* Total	72.11
02/02/2011	104719	IKON OFFICE SOLUTIONS	acct 1452531017392	504-6100-452.40-65	R90100	2/2011	263.56
						* Total	263.56
02/09/2011	104797	CAMPBELL, MARY	senior trip cancel	504-0000-227.10-00		2/2011	50.00
						* Total	50.00
02/09/2011	104815	FIRST IMPRESSION GROUP,	4398120	504-6100-452.50-35	R90100	2/2011	1,062.50
						* Total	1,062.50
02/09/2011	104824	INDEPENDENT SCHOOL DIST	SENIOR TRIP	504-0000-227.10-00		2/2011	649.00
						* Total	649.00
02/09/2011	104827	INVER GROVE HEIGHTS SEN	MEMBERSHIP	504-0000-227.10-00		2/2011	496.00
						* Total	496.00
02/09/2011	104845	MN VOLLEYBALL HEADQUART	youth clinic	504-6100-452.30-70	R40900	2/2011	299.00
						* Total	299.00
02/09/2011	104849	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	2/2011	90.80
						* Total	90.80

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/09/2011	104863	SAM'S CLUB	771509061606950	504-6100-452.60-09	R20100	2/2011	31.50
						* Total	31.50
02/09/2011	104890	ZERO GRAVITY ENTERTAINM	dad/daughter night	504-6100-452.30-70	R30600	2/2011	300.00
						* Total	300.00
				11 Checks	** Fund Total		3,512.47
01/26/2011	104526	ACE PAINT & HARDWARE	505435	505-6200-453.60-16	C25000	1/2011	100.33
			505573	505-6200-453.60-16	C21000	1/2011	23.16
			505602	505-6200-453.60-16	C25000	1/2011	11.73
			505605	505-6200-453.60-16	C25000	1/2011	21.35
			505666	505-6200-453.60-16	C21000	1/2011	41.94
						* Total	198.51
01/26/2011	104537	BECKER ARENA PRODUCTS,	82775	505-6200-453.60-16	C21000	1/2011	409.50
						* Total	409.50
01/26/2011	104542	CASTLE, CHRISTINE	cpr license	505-6200-453.50-70	C70000	1/2011	25.00
						* Total	25.00
01/26/2011	104559	FIRST IMPRESSION GROUP,	4382520	505-6200-453.50-35	C91000	1/2011	2,170.00
						* Total	2,170.00
01/26/2011	104568	GRAINGER	9429600613	505-6200-453.60-16	C25000	1/2011	42.20
			9429600621	505-6200-453.60-16	C21000	1/2011	55.96
						* Total	98.16
01/26/2011	104572	HILLYARD INC	6592969	505-6200-453.60-11	C25000	1/2011	1,952.09
			6601440	505-6200-453.60-11	C21000	1/2011	756.03
						* Total	2,708.12
01/26/2011	104578	HUEBSCH SERVICES	2652646	505-6200-453.40-40	C25000	1/2011	105.57
						* Total	105.57
01/26/2011	104587	KEN VRAA CONSULTING LLC	DECEMBER	505-6200-453.30-70	C10000	1/2011	350.00
						* Total	350.00
01/26/2011	104602	MALERICHARTS	10th anniver celebration	505-6200-453.30-70	C10000	1/2011	213.75
						* Total	213.75
01/26/2011	104607	MN DEPT OF HEALTH	PENALTY	505-6200-453.50-70	C10000	1/2011	120.00
						* Total	120.00
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	505-6200-453.20-62	C70000	1/2011	83.73
						* Total	83.73
01/26/2011	104617	NEW PIG CORPORATION	20585726	505-6200-453.60-16	C25000	1/2011	930.57
						* Total	930.57
01/26/2011	104626	PUSH PEDAL PULL	26008	505-6200-453.40-42	C70000	1/2011	796.22
			26030	505-6200-453.40-42	C70000	1/2011	217.54
						* Total	1,013.76

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/26/2011	104632	R & R SPECIALTIES OF WI	46803	505-6200-453.40-42	C21000	1/2011	33.50
						* Total	33.50
01/26/2011	104645	STATE OF MN-DEPT OF PUB	erc 190710048	505-6200-453.60-40	C21000	1/2011	25.00
						* Total	25.00
02/02/2011	104673	BECK, CHRIS	class canceled	505-0000-352.35-00	C51000	2/2011	49.00
						* Total	49.00
02/02/2011	104681	COCA COLA BOTTLING COMP	0128559213	505-6200-453.60-65	C16000	2/2011	68.00
			0128559213	505-6200-453.76-10	C30200	2/2011	167.40
						* Total	235.40
02/02/2011	104719	IKON OFFICE SOLUTIONS	acct 1452531017392	505-6200-453.40-65	C10000	2/2011	439.26
						* Total	439.26
02/02/2011	104726	LAS VEGAS TONIGHT INC	10th aniv celebration	505-6200-453.30-70	C10100	2/2011	650.00
						* Total	650.00
02/02/2011	104742	MONEY MAILER OF THE TWI	5178	505-6200-453.50-25	C91000	2/2011	400.00
						* Total	400.00
02/02/2011	104749	OFFICE DEPOT	acct 6011568510088883	505-6200-453.60-40	C15000	2/2011	203.51
						* Total	203.51
02/02/2011	104751	PETTY CASH - TERI O'CON	SECTIONALS	505-0000-101.04-00		2/2011	1,000.00
						* Total	1,000.00
02/02/2011	104759	SENSOURCE INC	15369	505-6200-453.60-40	C25000	1/2011	869.39
						* Total	869.39
02/02/2011	104766	TDS METROCOM	CITY HALL	505-6200-453.50-20	C10000	1/2011	107.28
						* Total	107.28
02/09/2011	104799	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	2/2011	74.95
						* Total	74.95
02/09/2011	104815	FIRST IMPRESSION GROUP,	4398120	505-6200-453.50-35	C95000	2/2011	1,062.50
						* Total	1,062.50
02/09/2011	104850	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	2/2011	378.86
						* Total	378.86
02/09/2011	104858	ROACH, RICK	EXPENSE REPORT	505-6200-453.50-65	C25000	2/2011	17.34
						* Total	17.34
02/09/2011	104863	SAM'S CLUB	771509061606950	505-6200-453.50-70	C10000	2/2011	380.00
			771509061606950	505-6200-453.60-16	C21000	2/2011	42.66
			771509061606950	505-6200-453.60-40	C50000	2/2011	65.82
			771509061606950	505-6200-453.60-65	C70000	2/2011	212.84
			771509061606950	505-6200-453.76-05	C30300	2/2011	35.12
			771509061606950	505-6200-453.76-10	C30300	2/2011	7.78
						* Total	744.22

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/09/2011	104891	ZERO GRAVITY ENTERTAINM	10 ANNIV	505-6200-453.30-70	C10000	2/2011	400.00
						* Total	400.00
				30 Checks	** Fund Total		15,116.88
01/26/2011	104596	LEAGUE OF MN CITIES INS	11074762	602-2100-415.70-20		1/2011	1,930.52
						* Total	1,930.52
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	602-2100-415.20-62		1/2011	2.14
						* Total	2.14
02/09/2011	104833	LEAGUE OF MN CITIES INS	3rd installment	602-2100-415.50-10		2/2011	46,661.50
			3rd installment	602-2100-415.50-11		2/2011	33,088.75
			3rd installment	602-2100-415.50-12		2/2011	10,591.25
			3rd installment	602-2100-415.50-15		2/2011	603.75
			3rd installment	602-2100-415.50-16		2/2011	3,315.50
						* Total	94,260.75
02/09/2011	104834	LEAGUE OF MN CITIES INS	3rd installment	602-2100-415.50-09		2/2011	68,192.50
						* Total	68,192.50
				4 Checks	** Fund Total		164,385.91
01/26/2011	104526	ACE PAINT & HARDWARE	505578	603-5300-444.60-12		1/2011	25.06
						* Total	25.06
01/26/2011	104538	BOYER TRUCKS - PARTS DI	172204	603-5300-444.40-41		1/2011	418.49
			239097	603-5300-444.40-41		1/2011	462.52
			447956X1	603-5300-444.40-41		1/2011	2,003.91
			462961	603-5300-444.40-41		1/2011	222.41
			462966	603-5300-444.40-41		1/2011	217.49
			462966X1	603-5300-444.40-41		1/2011	105.04
			464521	603-5300-444.40-41		1/2011	101.61
			470816	603-5300-444.40-41		1/2011	235.03
			480597	603-5300-444.40-41		1/2011	643.79
			482553	603-5300-444.40-41		1/2011	246.88
						* Total	649.35
01/26/2011	104541	CARQUEST AUTO PARTS STO	1596143425	603-5300-444.60-12		1/2011	20.30
			1596143504	603-0000-145.50-00		1/2011	19.88
			1596143655	603-0000-145.50-00		1/2011	44.42
			1596143655	603-5300-444.40-41		1/2011	9.59
			1596143742	603-5300-444.40-41		1/2011	25.99
			1596143768	603-5300-444.40-41		1/2011	20.31
			1596143775	603-5300-444.40-41		1/2011	9.60
			1596143925	603-5300-444.60-12		1/2011	19.60
			1596144238	603-0000-145.50-00		1/2011	251.84
			1596144255	603-5300-444.40-41		1/2011	25.99
			1596144346	603-5300-444.40-41		1/2011	37.61
			1596144352	603-5300-444.40-41		1/2011	4.77
						* Total	418.72
01/26/2011	104545	CFA SOFTWARE INC	11101	603-5300-444.50-80		1/2011	1,990.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	1,990.00
01/26/2011	104550	DAKOTA CTY TREASURER	epa mnd007183841	603-5300-444.40-25		1/2011	52.00
						* Total	52.00
01/26/2011	104558	EMERGENCY APPARATUS MAI	53285	603-5300-444.40-41		1/2011	249.03
			53287	603-5300-444.40-41		1/2011	433.48
						* Total	682.51
01/26/2011	104562	G & K SERVICES	1182769001	603-5300-444.40-65		1/2011	83.01
			1182769001	603-5300-444.60-45		1/2011	57.71
			1182923750	603-5300-444.40-65		1/2011	83.01-
			1182923750	603-5300-444.60-45		1/2011	57.71-
			6297159022	603-5300-444.40-65		1/2011	28.12
			6297159022	603-5300-444.60-45		1/2011	13.80
						* Total	41.92
01/26/2011	104563	GARY'S PEST CONTROL	47249	603-5300-444.40-40		1/2011	72.85
						* Total	72.85
01/26/2011	104571	H&L MESABI	81985	603-5300-444.40-41		1/2011	1,519.08
						* Total	1,519.08
01/26/2011	104574	HOME DEPOT CREDIT SERVI	acct 6035322502061959	603-5300-444.60-40		1/2011	140.24
						* Total	140.24
01/26/2011	104576	HOSE / CONVEYORS INC	16100	603-5300-444.40-41		1/2011	327.82
						* Total	327.82
01/26/2011	104577	HOSE / CONVEYORS INC	16266	603-5300-444.40-41		1/2011	261.31
						* Total	261.31
01/26/2011	104580	INDELCO PLASTICS CORP	836994	603-5300-444.60-40		1/2011	439.25
						* Total	439.25
01/26/2011	104582	INVER GROVE FORD	5053719	603-5300-444.40-41		1/2011	62.07
						* Total	62.07
01/26/2011	104583	INVER GROVE FORD	5054008	603-5300-444.40-41		1/2011	49.48
						* Total	49.48
01/26/2011	104590	KREMER SERVICES LLC	6573	603-5300-444.40-41		1/2011	1,547.75
						* Total	1,547.75
01/26/2011	104601	LITTLE FALLS MACHINE IN	45793	603-5300-444.40-41		1/2011	196.85
						* Total	196.85
01/26/2011	104605	METRO JANITORIAL SUPPLY	11010347	603-5300-444.60-11		1/2011	2,202.51
			11010370	603-5300-444.60-11		1/2011	278.48
						* Total	2,480.99
01/26/2011	104608	MN GLOVE & SAFETY, INC.	2490082	603-5300-444.40-65		1/2011	105.64
						* Total	105.64

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01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	603-5300-444.20-62		1/2011	20.54
						* Total	20.54
01/26/2011	104614	MTI DISTRIBUTING CO	770257	603-5300-444.40-41		1/2011	88.78
						* Total	88.78
01/26/2011	104615	NAPA OF INVER GROVE HEI	237401	603-5300-444.40-41		1/2011	13.19
						* Total	13.19
01/26/2011	104621	NEXTEL COMMUNICATIONS	acct 249383315	603-5300-444.50-20		1/2011	64.73
						* Total	64.73
01/26/2011	104622	NS/I MECHANICAL CONTRAC	W21559	603-5300-444.40-40		1/2011	266.00
			W21562	603-5300-444.40-40		1/2011	378.00
						* Total	644.00
01/26/2011	104625	POMP'S TIRE SERVICE, IN	194407	603-5300-444.60-14		1/2011	88.91
						* Total	88.91
01/26/2011	104631	R & R SPECIALTIES OF WI	46657	603-5300-444.40-41		1/2011	804.90
						* Total	804.90
01/26/2011	104639	SIGNAL PRO EQUIPMENT	73364	603-5300-444.40-41		1/2011	611.19
			73365	603-5300-444.40-41		1/2011	203.47
						* Total	814.66
01/26/2011	104640	SOUTH ST PAUL STEEL SUP	01115539	603-5300-444.40-41		1/2011	201.78
			01115584	603-5300-444.40-41		1/2011	201.78
						* Total	403.56
01/26/2011	104644	ST. JOSEPH EQUIPMENT, I	SI83228	603-5300-444.40-41		1/2011	418.31
			SI83316	603-5300-444.40-41		1/2011	1,822.27
			SI83668	603-5300-444.40-41		1/2011	204.95
			ST183636	603-5300-444.40-41		1/2011	384.23
						* Total	2,829.76
01/26/2011	104646	SYN-TECH SYSTEMS	59661	603-5300-444.40-42		1/2011	918.75
						* Total	918.75
01/26/2011	104649	TOTAL CONSTRUCTION & EQ	48487	603-5300-444.40-40		1/2011	298.12
						* Total	298.12
01/26/2011	104661	WESTERN PETROLEUM COMPA	0293561	603-0000-145.50-00		1/2011	506.64
						* Total	506.64
01/26/2011	104665	XCEL ENERGY	acct 5152791130	603-5300-444.40-20		1/2011	2,569.63
			acct 5152791130	603-5300-444.40-10		1/2011	4,464.38
						* Total	7,034.01
01/26/2011	104667	YOCUM OIL COMPANY, INC.	417903	603-0000-145.60-00		1/2011	4,195.44
			417904	603-0000-145.60-00		1/2011	6,073.92
						* Total	10,269.36

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02/02/2011	104671	ADVANCED GRAPHIX, INC.	182819	603-5300-444.40-41		1/2011	176.34
			182819	603-5300-444.80-70		1/2011	344.00
						* Total	520.34
02/02/2011	104672	ARAMARK UNIFORM SERVICE	6297168510	603-5300-444.40-65		1/2011	32.94
			6297168510	603-5300-444.60-45		1/2011	21.60
						* Total	54.54
02/02/2011	104678	CARQUEST AUTO PARTS STO	1596144410	603-5300-444.60-12		2/2011	55.06
			1596144473	603-5300-444.40-41		2/2011	9.30
			1596144478	603-5300-444.60-12		2/2011	71.61
			1596144513	603-5300-444.60-12		2/2011	20.42
			1596144692	603-5300-444.40-41		2/2011	6.96
			1596144738	603-5300-444.60-12		2/2011	18.06
			1596144741	603-0000-145.50-00		2/2011	15.52
			1596144741	603-5300-444.40-41		2/2011	39.20
			1596144742	603-0000-145.50-00		2/2011	10.75
			1596144773	603-5300-444.60-12		2/2011	22.76
			1596144890	603-5300-444.40-41		2/2011	76.23
			1596144960	603-5300-444.40-41		2/2011	47.41
			1596145000	603-0000-145.50-00		2/2011	429.64
						* Total	822.92
02/02/2011	104682	COMO LUBE & SUPPLIES	229438	603-5300-444.40-25		1/2011	152.83
						* Total	152.83
02/02/2011	104696	DON PIEHL	158388	603-5300-444.60-40		1/2011	150.05
						* Total	150.05
02/02/2011	104699	EMERGENCY AUTOMOTIVE TE	AW1201105A	603-5300-444.40-41		1/2011	342.08
			CS011111113	603-5300-444.40-41		1/2011	167.30
			CS011111114	603-5300-444.40-41		1/2011	1,103.20
			CS011111113	603-5300-444.40-41		1/2011	167.30
			CS0125114	603-5300-444.40-41		1/2011	81.20
			CS0125115	603-5300-444.40-41		1/2011	784.70
						* Total	2,645.78
02/02/2011	104704	FORCE AMERICA, INC.	01352907	603-5300-444.40-41		2/2011	93.95
			1356392	603-5300-444.40-41		2/2011	399.55
						* Total	493.50
02/02/2011	104708	H&L MESABI	82136	603-0000-145.50-00		1/2011	6,339.00
						* Total	6,339.00
02/02/2011	104713	HOTSY EQUIPMENT OF MINN	36952	603-5300-444.40-40		1/2011	105.81
						* Total	105.81
02/02/2011	104714	HOTSY EQUIPMENT OF MINN	36948	603-5300-444.80-80		1/2011	9,016.78
						* Total	9,016.78
02/02/2011	104722	INVER GROVE FORD	5054932	603-5300-444.40-41		2/2011	320.87
						* Total	320.87

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02/02/2011	104723	KIMBALL MIDWEST	1801644	603-0000-145.50-00		2/2011	455.29
						* Total	455.29
02/02/2011	104725	KREMER SERVICES LLC	8221	603-5300-444.40-41		1/2011	247.18
						* Total	247.18
02/02/2011	104750	OXYGEN SERVICE COMPANY,	05537438	603-5300-444.60-40		1/2011	84.55
						* Total	84.55
02/02/2011	104752	POMP'S TIRE SERVICE, IN	210989	603-0000-145.50-00		1/2011	1,198.50
						* Total	1,198.50
02/02/2011	104761	SHARROW LIFTING PRODUCT	36930	603-5300-444.40-41		2/2011	109.34
						* Total	109.34
02/02/2011	104764	ST. JOSEPH EQUIPMENT, I	SI83644	603-5300-444.40-41		2/2011	30.96
			SI83798	603-5300-444.40-41		2/2011	596.47
			SI84084	603-5300-444.40-41		2/2011	241.54
						* Total	868.97
02/02/2011	104765	SUBURBAN ACE HARDWARE	868419	603-5300-444.40-41		2/2011	30.14
						* Total	30.14
02/02/2011	104767	TOWMASTER TRAILERS INC	326657	603-5300-444.40-41		2/2011	208.41
						* Total	208.41
02/02/2011	104783	YOCUM OIL COMPANY, INC.	421251	603-0000-145.60-00		1/2011	5,076.90
			421491	603-0000-145.60-00		1/2011	9,507.60
						* Total	14,584.50
02/02/2011	104784	ZIEGLER INC	SW000151993	603-5300-444.40-41		2/2011	147.86
						* Total	147.86
02/02/2011	104785	ZIEGLER INC	PC001261917	603-5300-444.40-41		2/2011	75.95
						* Total	75.95
02/09/2011	104798	CLAREY'S SAFETY EQUIPME	3141	603-5300-444.40-41		2/2011	491.50
						* Total	491.50
02/09/2011	104810	EMERGENCY APPARATUS MAI	53414	603-5300-444.40-41		2/2011	873.99
						* Total	873.99
02/09/2011	104837	LIBERTY NAPA OF HASTING	197111	603-5300-444.40-41		2/2011	34.38
						* Total	34.38
02/09/2011	104841	MENARDS - WEST ST. PAUL	41326	603-5300-444.60-40		2/2011	99.18
						* Total	99.18
02/09/2011	104852	OILTRAP ENVIRONMENTAL P	20101253A	603-5300-444.80-80		2/2011	24,798.00
			20101253B	603-5300-444.80-80		2/2011	16,532.00
						* Total	41,330.00
02/09/2011	104856	R & R CARPET SERVICE	JAN	603-5300-444.40-65		2/2011	123.44

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	123.44
				62 Checks	** Fund Total		117,448.40
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	604-2200-416.20-62		1/2011	.98
						* Total	.98
02/02/2011	104683	COORDINATED BUSINESS SY	CNIN063814	604-2200-416.40-50		2/2011	123.75
						* Total	123.75
02/02/2011	104709	HAWK LABELING SYSTEMS	181041	604-2200-416.60-10		1/2011	80.69
						* Total	80.69
02/02/2011	104749	OFFICE DEPOT	acct 6011568510088883	604-2200-416.60-05		2/2011	196.96
			acct 6011568510088883	604-2200-416.60-10		2/2011	66.52
						* Total	263.48
02/09/2011	104851	OFFICE EQUIPMENT FINANC	169851540	604-2200-416.40-50		2/2011	1,830.54
						* Total	1,830.54
02/09/2011	104860	S & T OFFICE PRODUCTS	1160/49	604-2200-416.60-10		2/2011	149.38
			1160A	604-2200-416.60-10		2/2011	43.03
			1206/09	604-2200-416.60-10		2/2011	391.34
			1383/86	604-2200-416.60-10		2/2011	200.60
						* Total	784.35
				6 Checks	** Fund Total		3,083.79
01/26/2011	104572	HILLYARD INC	6597947	605-3100-419.60-11		1/2011	116.86
						* Total	116.86
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	605-3100-419.20-62		1/2011	8.33
						* Total	8.33
01/26/2011	104616	NEOPOST	46954425	605-3100-419.40-44		1/2011	181.00
			46954427	605-3100-419.40-50		1/2011	1,686.14
			46954431	605-3100-419.40-44		1/2011	951.55
						* Total	2,818.69
01/26/2011	104627	QWEST	acct 6515524055	605-3100-419.50-20		1/2011	61.50
						* Total	61.50
01/26/2011	104657	US POSTMASTER	permit 95009-000	605-3100-419.50-35		1/2011	100.00
						* Total	100.00
01/26/2011	104663	XCEL ENERGY	acct 5198672063	605-3100-419.40-20		1/2011	50.76
						* Total	50.76
01/26/2011	104665	XCEL ENERGY	acct 5152791130	605-3100-419.40-20		1/2011	7,187.52
						* Total	7,187.52
01/26/2011	104668	ZAYO ENTERPRISE NETWORK	acct 5456	605-3100-419.50-20		1/2011	997.98
						* Total	997.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/28/2011	104669	US POSTMASTER	mailings	605-3100-419.50-35		1/2011	1,065.23
						* Total	1,065.23
01/28/2011	104670	US POSTMASTER	mailings	605-3100-419.50-35		1/2011	216.94
						* Total	216.94
02/02/2011	104688	CUSTOM HEADSETS, INC	46338	605-3100-419.60-40		2/2011	255.43
						* Total	255.43
02/02/2011	104693	DAKOTA ELECTRIC ASSN	acct 4612214	605-3100-419.40-20		2/2011	50.09
						* Total	50.09
02/02/2011	104702	FEDERAL LICENSING, INC.	REPORT	605-3100-419.50-70		2/2011	95.00
						* Total	95.00
02/02/2011	104707	GRAINGER	9434247780	605-3100-419.60-11		2/2011	42.76
						* Total	42.76
02/02/2011	104711	HILLYARD INC	6612555	605-3100-419.60-11		2/2011	109.54
						* Total	109.54
02/02/2011	104715	HUEBSCH SERVICES	2620245	605-3100-419.40-65		2/2011	49.15
						* Total	49.15
02/02/2011	104716	HUEBSCH SERVICES	2652647	605-3100-419.40-65		2/2011	49.15
						* Total	49.15
02/02/2011	104721	INTEGRA TELECOM	acct 645862	605-3100-419.50-20		2/2011	366.67
						* Total	366.67
02/02/2011	104753	PROFESSIONAL EQUIPMENT	1016643504	605-3100-419.40-44		1/2011	151.21
						* Total	151.21
02/02/2011	104766	TDS METROCOM	CITY HALL	605-3100-419.50-20		1/2011	359.36
						* Total	359.36
02/02/2011	104778	XCEL ENERGY	acct 5198672063	605-3100-419.40-20		2/2011	126.42
						* Total	126.42
02/02/2011	104779	XCEL ENERGY	acct 5198672063	605-3100-419.40-20		2/2011	256.83
						* Total	256.83
02/09/2011	104816	FLUID INTERIORS LLC	15793	605-3100-419.60-40		2/2011	1,540.26
						* Total	1,540.26
02/09/2011	104839	LONE OAK COMPANIES	50097	605-3100-419.50-35		2/2011	344.28
						* Total	344.28
02/09/2011	104886	XCEL ENERGY	acct 5198672063	605-3100-419.40-20		2/2011	187.26
						* Total	187.26
02/09/2011	104887	XCEL ENERGY	acct 5142529960	605-3100-419.40-20		2/2011	663.91
						* Total	663.91

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
				26 Checks	** Fund Total		17,271.13	
01/26/2011	104527	ADVANCED TECHNOLOGY SYS	60504	606-1400-413.60-10		1/2011	792.72	
							* Total	792.72
01/26/2011	104549	DAKOTA CTY TECH COLLEGE	79662	606-1400-413.50-80		1/2011	1,220.00	
							* Total	1,220.00
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	606-1400-413.20-62		1/2011	9.81	
							* Total	9.81
01/26/2011	104623	OFFICE OF ENTERPRISE TE	DECEMBER	606-1400-413.30-75		1/2011	311.81	
							* Total	311.81
02/02/2011	104773	VERIZON WIRELESS	acct 280581502	606-1400-413.50-20		2/2011	32.73	
							* Total	32.73
02/09/2011	104813	ENVIRONMENTAL SYSTEMS R	92281969	606-1400-413.30-70		2/2011	7,977.97	
							* Total	7,977.97
02/09/2011	104875	TYLER TECHNOLOGIES, INC	7356	606-1400-413.80-62		2/2011	1,026.10	
							* Total	1,026.10
				7 Checks	** Fund Total		11,371.14	
01/24/2011	104524	RAMSEY COUNTY SHERIFF'S	joseph john yager	702-0000-229.10-00		1/2011	300.00	
							* Total	300.00
01/26/2011	104539	BUTLER BROTHERS ENTERPR	hydrant permit 1008	702-0000-229.43-00		1/2011	528.05	
							* Total	528.05
01/26/2011	104599	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.69-00		1/2011	183.80	
				client 81000e		1/2011	1,378.00	
				client 81000e		1/2011	203.11	
							* Total	1,764.91
01/26/2011	104603	MCGROARTY, STEVE J AND	period jan - dec	702-0000-229.68-00		1/2011	299.24	
							* Total	299.24
01/26/2011	104641	SPECTACULAR COMPANIES	hydrant permit 1011	702-0000-229.43-00		1/2011	853.02	
							* Total	853.02
01/26/2011	104655	TWIN CITY TROLLEYS	replacement ck	702-0000-230.72-00		1/2011	1,235.00	
							* Total	1,235.00
02/02/2011	104686	CULLIGAN	acct 157985030228	702-0000-228.63-00		1/2011	53.56	
							* Total	53.56
02/02/2011	104687	CULLIGAN	acct 157984732428	702-0000-228.63-00		1/2011	47.02	
							* Total	47.02
02/02/2011	104741	MOGHUL, BASHIR	FIRE ESCROW	702-0000-230.29-00		1/2011	29,986.85	
							* Total	29,986.85

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/02/2011	104768	TOWN SQUARE TELEVISION	holiday on main	702-0000-230.72-00		2/2011	325.00
						* Total	325.00
02/04/2011	104786	STEARNS COUNTY SHERIFF'	erin amanda lecy	702-0000-229.10-00		2/2011	200.00
						* Total	200.00
02/09/2011	104800	DAKOTA CTY SHERIFF'S DE	nathan bradley fleuriel	702-0000-229.10-00		2/2011	1,000.00
						* Total	1,000.00
02/09/2011	104821	HENNEPIN COUNTY DISTRIC	michele lue millettes	702-0000-229.10-00		2/2011	50.00
						* Total	50.00
02/09/2011	104838	LILLIE SUBURBAN NEWSPAP	PLANNING	702-0000-228.51-00		2/2011	154.38
						* Total	154.38
02/09/2011	104868	STEARNS COUNTY SHERIFF'	jarge antonio martinez	702-0000-229.10-00		2/2011	170.00
						* Total	170.00
				15 Checks	** Fund Total		36,967.03
01/26/2011	104585	JR'S APPLIANCE DISPOSAL	74198	703-5500-446.40-25		1/2011	141.30
						* Total	141.30
01/26/2011	104612	MN LIFE INSURANCE CO	policy 27324	703-5500-446.20-62		1/2011	2.27
						* Total	2.27
				2 Checks	** Fund Total		143.57
				429 Checks	*** Bank Total		1,489,227.26
				429 Checks	*** Grand Total		1,489,227.26

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 20 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: February 14, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin *JT*
Prepared by:
Reviewed by:

	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: Project Fund

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 20 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

SUMMARY The contract was awarded in an amount of \$11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. It has been subsequently amended with 19 change orders for a total contract amount now of \$11,961,475.10.

The contractor has completed the work through January 31, 2011 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 20 in the amount of \$260,498.41 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 20

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 20 (twenty)
DATE: February 14, 2011
PERIOD ENDING: January 31, 2011
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount\$11,501,900
Total Addition\$459,575.10
Total Deduction\$0.00
Total Contract Amount\$11,961,475.10
Total Value of Work to Date \$10,359,400.85
Less Retained (5%) \$517,970.04
Less Previous Payment\$9,580,932.40
Total Approved for Payment this Voucher \$260,498.41
Total Payments including this Voucher \$9,841,430.81

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through November 30, 2010.

Signed by:  _____ February 14, 2011
Jenelle Teppen, Assistant City Administrator

Signed by: _____ Date
Shaw Lundquist Associates

Signed by: _____ February 14, 2011
George Tourville, Mayor

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 11 PAGES

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

PROJECT: Public Safety Addition
and City Hall Remodel
8150 Barbara Ave.
Inver Grove Hts, MN
222 North Second Street
Minneapolis, MN 55401

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

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

APPLICATION NO: 20
APPLICATION DATE: January 25, 2011
PERIOD TO: January 31, 2011
PROJECT NOS: #1643.01

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR: General Construction CONTRACT DATE: May 19, 2009

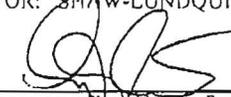
CONTRACTOR'S APPLICATION FOR PAYMENT

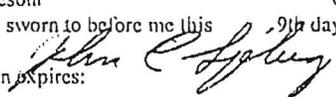
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	11,501,900.00
2. Net change by Change Orders	\$	459,575.10
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	11,961,475.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	10,359,400.85
5. RETAINAGE:		
a. 5 % of Completed Work (Column I on G703)	\$	517,970.04
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	517,970.04
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	9,841,430.81
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	9,580,932.40
8. CURRENT PAYMENT DUE	\$	260,498.41
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,120,044.29

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

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC

By:  Date: February 9, 2011
Hoyt Hlsiao - President

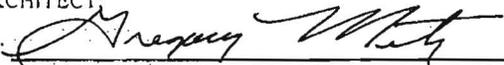
State of: Minnesota County of:  JOHN C SJOBERG
Notary Public
Subscribed and sworn to before me this 9th day of February, 2011
Notary Public:  State of Minnesota
My Commission Expires: January 31, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 260,498.41

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

By:  Date: 2/9/2011

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$400,452.10	
Total approved this Month	\$59,123.00	
TOTALS	\$459,575.10	\$0.00
NET CHANGES by Change Order	\$459,575.10	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 6, Engineer's Final Report and Resolution Accepting Work for City Project No. 2009-29 – Well No. 9, Phase 2

Meeting Date: February 14, 2011
 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 *[Signature]*

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Water Operating Fund and Park Acquisition and Development Fund (Alternate No. 1)

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 6, Engineer's Final Report and Resolution Accepting Work for City Project No. 2009-29 – Well No. 9, Phase 2.

SUMMARY

The contract was awarded in the base bid amount of \$440,772.90 and Alternate No. 1 in the amount of \$38,180.00 (for a total contract amount of \$478,952.90) to Burschville Construction, Inc. on October 12, 2009.

Final Compensating Change Order No. 2 is to adjust for final increases or decreases in contract quantities and is funded by the Water Operating Fund.

I recommend approval of Final Compensating Change Order No. 2 for a decrease of (\$2,229.69) (for a revised contract amount of \$503,601.79), Final Pay Voucher No. 6 in the amount of \$50,714.74, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2009-29 – Well No. 9, Phase 2.

TJK/kf

Attachment: Final Compensating Change Order No. 2
 Final Pay Voucher No. 6
 Engineer's Final Report
 Resolution Accepting Work

CONTRACTOR'S COPY



Owner: City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN, 55077-	Date	January 19, 2011
Contractor: Burschville Construction, Inc., 11440 Eighth Street NE, PO Box 65, Hanover, MN, 55341		
Bond Company: Western Surety Company, P.O. Box 5077, Sioux Falls, SD, 57117-5077		Bond No: 929 473175

CHANGE ORDER NO. 2
WELL NO. 9 - PHASE 2
CLIENT PROJECT NO.2009-29
BONESTROO FILE NO. 000476-07005-0

Description of Work

This change order provides for a final compensating amount to balance value of work completed and total payments made to Contractor. This final change order accounts for miscellaneous increases and decreases in contract quantities on Final Pay Request.

The amount is calculated as follow:

Contract cost, including previous change orders: \$505,831.48

Total value of work completed to date: \$503,601.79

Final Compensating Amount: -\$2,229.69

No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
	CHANGE ORDER NO. 2				
1	FINAL COMPENSATING AMOUNT.	LS	1	(\$2,229.69)	(\$2,229.69)
	TOTAL CHANGE ORDER NO. 2:				(\$2,229.69)

Original Contract Amount	\$478,952.90
Previous Change Orders	\$26,878.58
This Change Order	<u>-\$2,229.69</u>
Revised Contract Amount (including this change order)	\$503,601.79

CHANGE IN CONTRACT TIMES

Original Contract Times:

Substantial Completion (days or date):	June 15, 2010
Ready for final Payment (days or date):	July 15, 2010

Increase of this Change Order:

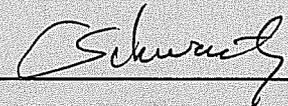
Substantial Completion (days or date):	September 30, 2010
Ready for final Payment (days or date):	January 31, 2011

Contract Time with all approved Change Orders:

Substantial Completion (days or date):	September 30, 2010
Ready for final Payment (days or date):	January 31, 2011

Recommended for Approval by:

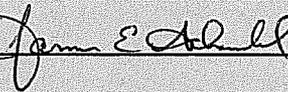
BONESTROO



Date: 19 JAN 2011

Approved by Contractor:
BURSCHVILLE CONSTRUCTION, INC.

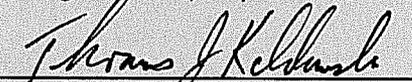
Approved by Owner:
CITY OF INVER GROVE HEIGHTS



1-19-2011

Date

George Tourville, Mayor



Thomas J. Kalounski, City Engineer

2-14-11

Date of Council Action

- cc: Owner
- Contractor
- Bonding Company
- Bonestroo



Owner: City of Inver Grove Heights , 8150 Barbara Avenue, Inver Grove Heights, MN, 55077	Date: January 19, 2011
For Period: 10/19/2010 to 1/19/2011	Request No: 6 AND FINAL
Contractor: Burschville Construction, Inc. 11440 Eighth Street NE, PO Box 65, , Hanover, MN, 55341	

CONTRACTOR'S REQUEST FOR PAYMENT
WELL NO. 9 - PHASE 2
BONESTROO FILE NO. 000476-07005-0
CITY PROJECT NO. 2009-29

SUMMARY

1	Original Contract Amount		\$ <u>478,952.90</u>
2	Change Order - Addition	\$ <u>26,878.58</u>	
3	Change Order - Deduction	\$ <u>2,229.69</u>	
4	Revised Contract Amount		\$ <u>503,601.79</u>
5	Value Completed to Date		\$ <u>503,601.79</u>
6	Material on Hand		\$ <u>0.00</u>
7	Amount Earned		\$ <u>503,601.79</u>
8	Less Retainage 0%		\$ <u>0.00</u>
9	Subtotal		\$ <u>503,601.79</u>
10	Less Amount Paid Previously		\$ <u>452,887.05</u>
11	Liquidated damages -		\$ <u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>6 AND FINAL</u>		\$ <u><u>50,714.74</u></u>

Recommended for Approval by:
BONESTROO

Approved by Contractor:
BURSCHVILLE CONSTRUCTION, INC.

Approved by Owner:
CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

Thomas J. Kaldunski, City Engineer

Specified Contract Completion Date:
January 31, 2011

Date: 2-14-11

No.	Item	Unit	Contract Quantity	Unit Price	Quantity to Date	Amount to Date
PART 1 - SITE WORK:						
1	ROCK CONSTRUCTION ENTRANCE	EA	1	1000.00	1	\$1,000.00
2	SAWING BITUMINOUS PAVEMENT	LF	50	4.00	24	\$96.00
3	SAND FILL	TN	280	9.20	227.04	\$2,088.77
4	CLASS V AGGREGATE BASE	TN	170	25.50	146.9	\$3,745.95
5	BITUMINOUS BASE COURSE, TYPE 31B	TN	50	80.00	42.24	\$3,379.20
6	BITUMINOUS WEAR COURSE, TYPE 41W	TN	50	80.00	38.5	\$3,080.00
7	6" CONCRETE SIDEWALK	SY	32	45.00	32	\$1,440.00
8	B612 CONCRETE CURB AND GUTTER	LF	370	18.50	318	\$5,883.00
9	10" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	55	52.00	54	\$2,808.00
10	10" GATE VALVE AND BOX WITH RETAINER GLADS	EA	1	1925.00	1	\$1,925.00
11	6" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	5	100.00	6	\$600.00
12	6" HYDRANT WITH RETAINER GLAND	EA	1	2800.00	1	\$2,800.00
13	6" GATE VALVE AND BOX WITH RETAINER GLANDS	EA	1	1050.00	1	\$1,050.00
14	10" FITTINGS	LB	800	2.25	911	\$2,049.75
15	CONNECT TO EXISTING 20" MAIN	EA	1	3000.00	1	\$3,000.00
16	20" DIP WATER MAIN, CLASS 52, INCL. POLY WRAP	LF	800	73.25	804	\$58,893.00
17	20" GATE VALVE WITH RETAINER GLANDS	EA	2	13750.00	2	\$27,500.00
18	20" FITTINGS	LB	5500	2.70	4010	\$10,827.00
19	LOCATE EXISTING WATER MAIN	LS	1	150.00	1	\$150.00
20	CATCH BASIN AND GRATE - 27" DIAMETER	EA	1	750.00	1	\$750.00
21	CATCH BASIN AND GRATE - 2' X 8'	EA	1	1400.00	1	\$1,400.00
22	HDPE - 12"	LF	160	21.50	160	\$3,440.00
23	HDPE - 21"	LF	60	31.00	71	\$2,201.00
24	12" RCP FLARED END SECTION, INCL TRASH GUARD	EA	3	650.00	2	\$1,300.00
25	21" RCP FLARED END SECTION, INCL TRASH GUARD	EA	2	1300.00	2	\$2,600.00
26	RIP RAP - CLASS 3	CY	16	95.00	35.23	\$3,346.85
27	RAIN GARDEN SOIL MIX	LS	1	4000.00	1	\$4,000.00
28	RAIN GARDEN DRAIN TILE	LF	195	6.50	198	\$1,287.00
29	RAIN GARDEN ACCESS BOX	EA	1	275.00	0.7	\$192.50
30	RAIN GARDEN MULCH	SY	300	8.75	300	\$2,625.00
31	EROSION CONTROL BLANKETS	SY	2300	1.50	1728	\$2,592.00
32	BACHELOR BUTTON - 1 GALLON	EA	53	18.00	53	\$954.00
33	FRENCH PSSY WILLOW - 1 GALLON	EA	22	24.00	22	\$528.00
34	BLACK EYED SUSAND - 1 GALLON	EA	30	18.00	30	\$540.00
35	RED OSIER DOGWOOD - 5 GALLON	EA	56	28.00	56	\$1,568.00
36	BLUE FLAG IRIS - 1 GALLON	EA	145	18.00	145	\$2,610.00
37	SWITCHGRASS - 1 GALLON	EA	78	14.00	78	\$1,092.00
38	SEEDING, MIX 260	AC	0.3	4000.00	0.3	\$1,200.00
39	SELECT TOPSOIL BORROW (LV)	CY	200	17.00	470	\$7,990.00
40	SILT FENCE, REGULAR	LF	880	2.25	800	\$1,800.00
TOTAL PART 1 - SITE WORK:						\$176,332.02
PART 2 - PUMPING FACILITY:						
41	CONSTRUCT PUMPING FACILITY FOR WELL NO. 9 INCLUDING CONCRETE STRUCTURES, INTERIOR PIPING, ELECTRICAL CONTROLS, MECHANICAL EQUIPMENT, PITLESS, WELL PUMP, AND CORRELATED APPURTENCES.	LS	1	262332.40	1	\$262,332.40
TOTAL PART 2 - PUMPING FACILITY:						\$262,332.40
ALTERNATE NO. 1 - BITUMINOUS TRAIL:						
42	GRADE TRAIL	LS	1	10000.00	1	\$10,000.00
43	SAWING BITUMINOUS PAVEMENT	LF	10	10.00	10	\$100.00
44	AGGREGATE BASE, CLASS 5	TN	370	23.50	435	\$10,222.50
45	BITUMINOUS WEAR COURSE, TYPE LV4	TN	190	70.00	201.09	\$14,076.30
46	SEEDING, MIX 260	AC	0.5	4000.00	0.32	\$1,280.00
47	SELECT TOPSOIL BORROW (LV)	CY	140	17.00	140	\$2,380.00
48	SILT FENCE, REGULAR	LF	100	4.00		\$0.00
49	EROSION CONTROL BLANKETS	SY	870	1.50		\$0.00
Total ALTERNATE NO. 1 - BITUMINOUS TRAIL:						\$38,058.80
CHANGE ORDER NO. 1						
1	MODIFICATION OF EXISTING STORMWATER APRON.	LS	1	4011.00	1	\$4,011.00
2	ADDITIONAL CABLE AND CONDUIT TO CONNECT VALVE VAULT AND BOOSTER STATION.	LS	1	10650.00	1	\$10,650.00
3	PROVIDE CUSTOM COLOR ON FIBERGLASS ENCLOSURE.	LS	1	750.00	1	\$750.00
4	PROVIDE SEED MIX 340 IN AREAS THAT WILL NOT BE MOWED.	AC	0.37	8000.00	0.37	\$2,960.00

No.	Item	Unit	Contract Quantity	Unit Price	Quantity to Date	Amount to Date
5	HYDRO MULCH OVER TURF SEED	SY	2902	0.79	2902	\$2,292.58
6	PROVIDE STORM STRUCTURE & REALIGN DISCHARGE NEAR PROPERTY LINE	LS	1	6215.00	1	\$6,215.00
	TOTAL CHANGE ORDER NO. 1					<u>\$26,878.58</u>
CHANGE ORDER NO. 2						
1	FINAL COMPENSATING AMOUNT.	LS	1	-2229.69		\$0.00
	TOTAL CHANGE ORDER NO. 2					<u>\$0.00</u>
	TOTAL PART 1 - SITE WORK:					\$176,332.02
	TOTAL PART 2 - PUMPING FACILITY:					\$262,332.40
	TOTAL ALTERNATE NO. 1 - BITUMINOUS TRAIL:					\$38,058.80
	TOTAL CHANGE ORDER NO. 1					\$26,878.58
	TOTAL CHANGE ORDER NO. 2					<u>\$0.00</u>
	TOTAL WORK COMPLETED TO DATE					<u>\$503,601.79</u>

PROJECT PAYMENT STATUS

OWNER CITY OF INVER GROVE HEIGHTS
 CITY PROJECT NO. 2009-29
 BONESTROO FILE NO. 000476-07005-0
 CONTRACTOR BURSCHVILLE CONSTRUCTION, INC.

CHANGE ORDERS

No.	Date	Description	Amount
1	8/11/2010	This change order provides for additional work to this project.	\$26,878.58
2	1/19/2011	This change order provides for a final compensating amount to balance value of work completed and total payments made to Contractor. This final change order accounts for miscellaneous increases and decreases in contract quantities on Final Pay Request.	-\$2,229.69
Total Change Orders			\$24,648.89

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	10/13/2009	11/23/09	151,616.21	7,979.80	159,596.01
2	11/24/2009	01/08/10	76,643.63	12,013.68	240,273.52
3	01/09/2010	05/20/10	31,979.89	13,696.83	273,936.56
4	05/21/2010	07/27/10	90,739.92	18,472.61	369,452.26
5	07/28/2010	10/18/10	101,907.40	23,836.16	476,723.21
6 AND FINAL	10/19/2010	01/19/11	50,714.74		503,601.79

Material on Hand

Total Payment to Date	\$503,601.79	Original Contract	\$478,952.90
Retainage Pay No. 6 AND FINAL		Change Orders	\$24,648.89
Total Amount Earned	\$503,601.79	Revised Contract	\$503,601.79

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2009-29
WELL NO. 9, PHASE 2**

February 2, 2011

**TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA**

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Burschville Construction, Inc. for Well No. 9, Phase 2.

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

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

Original Contract Amount	\$478,952.90
Total Addition (Change Order No. 1)	\$26,878.58
Total Deduction (Change Order No. 2)	(\$2,229.69)
Total Contract Amount.....	\$503,601.79
Total Value of Work to Date.....	\$503,601.79
Less Previous Payment.....	\$452,887.05
Total Payments including this Voucher.....	\$50,714.74

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF BURSCHVILLE CONSTRUCTION, INC. AND
AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$50,714.74**

**CITY PROJECT NO. 2009-29
WELL NO. 9, PHASE 2**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated October 12, 2009, Burschville Construction, Inc. satisfactorily completed improvements and appurtenances for City Project No. 2009-29 – Well No. 9, Phase 2.

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

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

Adopted by the City Council of Inver Grove Heights this 14th day of February 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 5, Final Compensating Change Order No. 6, Final Pay Voucher No. 5, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2008-11 – Southern Sanitary Sewer System, East Segment

Meeting Date: February 14, 2011
 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

SST *ST*

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Special Assessments, Sewer Connection Fund, Closed Bond Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 5, Final Compensating Change Order No. 6, Final Pay Voucher No. 5, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2008-11 – Southern Sanitary Sewer System, East Segment.

SUMMARY

The contract was awarded in an amount of \$398,322.50 to Hennen Construction Company on April 29, 2009 for the project identified above.

Change Order No. 5 is due to changes in restoration methods. Final Compensating Change Order No. 6 adjusts for increases or decreases in contract quantities. These charges will be funded by the Sewer Connection Fund.

Public Works/Engineering recommends approval of: Change Order No. 5 in the amount of \$15,580.00, Final Compensating Change Order No. 6 in the amount of (\$9,265.50) for a revised contract amount of \$444,535.39, Final Pay Voucher No. 5 in the amount of \$39,580.42 to Hennen Construction Company for work on City Project No. 2008-11 – Southern Sanitary Sewer System East Segment, Engineer's Final Report and Resolution Accepting Work.

TJK/kf

- Attachment: Change Order No. 5
 Final Compensating Change Order No. 6
 Final Pay Voucher No. 5
 Engineer's Final Report
 Resolution Accepting Work

CHANGE ORDER NO. 5

Southern Sanitary Sewer East Segment Improvements
City Project # 2008-11

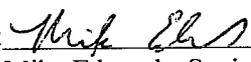
Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 4, 2010
Contractor: Hennen Construction Company 2128 196 TH Street East Clearwater, MN 55320	Engineer: Kimley –Horn and Associates

You are directed to make the following changes in the Contract Documents:

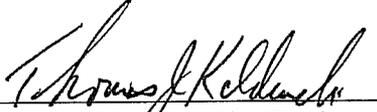
Purpose of Change Order:

The contract has been modified to include the following:

See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 398,322.50	Original Contract Time:
Previous Change Orders (1,2,3,4) \$ 39,898.39	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 438,220.89	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 15,580.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 453,800.89	Contract Time with Approved Change Orders
Recommended	Approved
By: <u></u> Mike Edwards, Senior Engineering Technician	By: _____ Hennen Construction

Approved By:


Tom Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action

February 14, 2011

Attachment to Change Order Number 5
City Project 2008-11

Contractor: Hennen Construction Company
2128 196th Street East
Clearwater, MN 55320

Project: Southern Sanitary Sewer East Segment Improvements
City Project # 2008-11

Description of Changes:

1. Due to late weather conditions and rural area we changed permanent restoration methods to terra seeding and bio rolls.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Terra seeding	SY	6200	\$2.50	\$15,500.00
Bio roll	LF	40	\$2.00	<u>\$80.00</u>
			Sub total	\$15,580.00

Total Change Order #5 \$ 15,580.00

FINAL COMPENSATING CHANGE ORDER No. 6

Southern Sanitary Sewer East Segment Improvements
City Project # 2008-11

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Hennen Construction Company 2128 196TH Street East Clearwater, MN 55320</p>	<p>Date of Issuance: January 26, 2011</p> <p>Engineer: Kimley-Horn and Associates</p>
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You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:

The contract has been modified to include the following:

See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 398,322.50	Original Contract Time:
Previous Change Orders (1,2,3,4,5) \$ 55,478.39	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 453,800.89	Contract Time Prior to this Change Order
Net Decrease of this Change Order \$ 9,265.50	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 444,535.39	Contract Time with Approved Change Orders
Recommended	Approved
By: <u>Mike Edwards</u> Mike Edwards, Senior Engineering Technician	By: _____ Hennen Construction

Approved By:

Approved By:

Date of Council Action

Thomas J. Kaldunski
Tom Kaldunski, City Engineer

George Tourville, Mayor

February 14, 2011

No. 6
Attachment to Final Compensating Change Order City Project 2008-11

Contractor: Hennen Construction Company
2128 196th Street East
Clearwater, MN 55320

Project: Southern Sanitary Sewer East Segment Improvements
City Project # 2008-11

Description of Changes:

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

Contract Cost including previous change orders	\$453,800.89
Total Value of work completed to date	<u>\$444,535.39</u>
Compensating Amount	-\$ 9,265.50

Total of Change Order -\$ 9,265.50

**CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER**

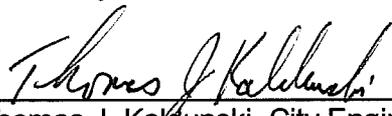
ESTIMATE NO: 5 (FINAL)
DATE: February 2, 2011
PERIOD ENDING: January 31, 2011
CONTRACT: 2009 Improvement Program
PROJECT NO: 2008-11 Southern Sanitary Sewer System, East Segment

TO: Hennen Construction Company
2128 196th Street East
Clearwater, MN 55320

Original Contract Amount	\$398,322.50
Total Addition (Change Order Nos. 2, 3, 4, 5).....	\$58,613.39
Total Deduction (Change Order No. 1 and 6)	(\$12,400.50)
Total Contract Amount.....	\$444,535.39
Total Value of Work to Date.....	\$444,535.39
Less Retained (0%).....	\$0.00
Less Previous Payment.....	\$404,954.97
Total Approved for Payment this Voucher.....	\$39,580.42
Total Payments including this Voucher	\$444,535.39

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through January 31, 2011.

Signed by:  February 2, 2011
Thomas J. Kaldunski, City Engineer

Signed by: _____
Hennen Construction Company Date

Signed by: _____
George Tourville, Mayor February 14, 2011

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2008-11
SOUTHERN SANITARY SEWER EAST SEGMENT IMPROVEMENTS**

February 2, 2011

**TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA**

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Hennen Construction Company southern sanitary sewer east segment improvements.

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

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

Original Contract Amount	\$398,322.50
Total Addition (Change Order Nos. 2, 3, 4, 5).....	\$58,613.39
Total Deduction (Change Order No. 1 and 6)	(\$12,400.50)
Total Contract Amount.....	\$444,535.39
Total Value of Work to Date.....	\$444,535.39
Less Previous Payment.....	\$404,954.97
Total Approved for Payment this Voucher	\$39,580.42
Total Payments including this Voucher.....	\$444,535.39

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF HENNEN CONSTRUCTION COMPANY AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$39,580.42**

**CITY PROJECT NO. 2008-11
SOUTHERN SANITARY SEWER EAST SEGMENT IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated April 29, 2009, Hennen Construction Company satisfactorily completed improvements and appurtenances for City Project No. 2008-11 – Southern Sanitary Sewer East Segment Improvements.

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

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

Adopted by the City Council of Inver Grove Heights this 14th day of February 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 2 and Pay Voucher No. 2 and for City Project No. 2010-12 – 59th Street East Street Improvements

Meeting Date: February 14, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAK *ST*

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, Pavement Management Fund, Utility Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 2 and Pay Voucher No. 2 and for City Project No. 2010-12 – 59th Street East Street Improvements.

SUMMARY

The project was awarded on June 9, 2010 to Frattalone Companies in the amount of \$150,176.44.

The contractor has completed the work in accordance with contract plans and specifications. A 5% retainage is being held until the project is completed.

Change Order No. 2 is for modifications made in the field related to existing retaining walls, lawn sprinklers, and to implement a recommended geotechnical change at the retaining wall. Change Order No. 2 is funded by the Pavement Management Fund.

I recommend approval of Change Order No. 2 in the amount of \$6,162.18 (for a revised contract amount of \$166,902.22) and Pay Voucher No. 2 in the amount of \$27,012.88 and for City Project No. 2010-12 – 59th Street East Street Improvements.

TJK/kf

Attachments: Change Order No. 2
Pay Voucher No. 2

CHANGE ORDER NO. 2

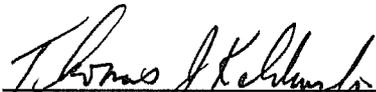
City Project # 2010-12 59TH Street East Street Improvements

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: January 31, 2011
Contractor: Frattalone Companies 3205 Spruce Street St. Paul, MN 55117	Engineer: City of Inver Grove Heights
You are directed to make the following changes in the Contract Documents: See attached sheet	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$150,176.44	Original Contract Time: September 10, 2010
Previous Change Orders \$10,563.60	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$160,740.04	Contract Time Prior to this Change Order
Net Increase of this Change Order \$6,162.18	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders Orders \$166,902.22	Contract Time with Approved Change Orders July 1, 2011
Recommended Approved By:  Mike Edwards, Senior Engineering Technician	By: _____ Frattalone Companies

Approved By:

Approved By:

Date of Council Action



 Thomas J. Kaldunski, City Engineer

 George Tourville, Mayor

 February 14, 2011

**City Project 2010-12
Attachment to Change Order Number 2**

Contractor: Frattalone Companies, Inc.
3205 Spruce Street
St. Paul, MN 55117

Project: 59th Street East Street Improvement
City Project # 2010-12

Description of Changes:

1. Cost to adjust retaining wall to match field design changes at the 59th Street and alley intersection.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Mobilize	EA	1	\$600.00	\$600.00
Excavator and Operator	HR	3	\$120.00	\$360.00
Laborer	HR	3	\$ 49.00	\$147.00
Contractors Fee	LS		5%	<u>\$55.00</u>
			Sub total	\$1,162.00

2. Cost to relocate and reconstruct sprinkler system at 4055 59th Street.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Foreman	HR	6.5	\$69.00	\$448.50
Laborer	HR	6.5	\$45.00	\$292.50
Parts	LS		\$202.00	\$202.00
Contractors Fee	LS		5%	<u>\$47.00</u>
			Sub total	\$990.00

3. City consultant required the use of 3% sand for backfill of retaining walls due to field conditions. This is the cost difference between the 2 grades of sand.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Sand (3149.2J)	CY	208	\$8.20	<u>\$1,706.00</u>
			Sub total	\$1,706.00

4. For maintenance purposes the city had the contractor place a concrete cap above retaining wall in alley.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
5" concrete	SY	54	\$42.67	<u>\$2,304.18</u>
			Sub total	\$2,304.18

Total increase for Change Order 2 = \$6,162.18

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. Two
DATE: February 7, 2011
PERIOD ENDING: January 31, 2011
CONTRACT: 2010-12 – 59th Street East street Improvements
PROJECT NO: City Project No. 2010-12

TO: Frattalone Companies
3205 Spruce Street
St. Paul, MN 55117

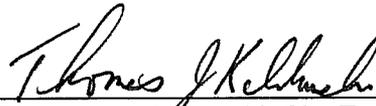
A. Original Contract Amount.....	\$150,176.44
B. Total Addition (Change Order No. 1, 2)	\$16,725.78
C. Total Deductions	\$0.00
D. Total Contract Amount.....	\$166,902.22
E. Total Value of Work to Date	\$141,312.08
F. Less Retained (5%)	\$7,065.60
G. Less Previous Payment.....	\$107,233.60
H. Total Approved for Payment this Voucher	\$27,012.88
I. Total Payments Including this Voucher.....	\$134,246.48

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through January 31, 2011.

Signed by: _____

_____ Date

Signed by: 
Thomas J. Kaldunski, City Engineer

_____ Date

Signed by: _____
George Tourville, Mayor

_____ Date

PROJECT # 2010-12

59TH STREET EAST STREET IMPROVEMENTS

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	CONTRACT UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST
1	2021.501	Mobilization	LS	1	1	\$1,975.00	\$1,975.00	\$1,975.00
2	2563.601	Traffic Control	LS	1	1	\$1,645.00	\$1,645.00	\$1,645.00
3	2101.502	Clearing	TREE	12	12	\$120.00	\$1,440.00	\$1,440.00
4	2101.507	Grubbing	TREE	16	16	\$120.00	\$1,920.00	\$1,920.00
5	2573.502	Storm Drain Inlet Protection	EA	4	0	\$138.00	\$552.00	\$0.00
6	2123.61	Street Sweeping (With Pickup Broom)	HR	10	0	\$127.00	\$1,270.00	\$0.00
7	2573.602	Temporary Rock Construction Entrance	EA	2	0	\$572.00	\$1,144.00	\$0.00
8	2573.502	Silt Fence, Preassembled	LF	200	0	\$4.10	\$820.00	\$0.00
9	2105.501	Common Excavation (P)	CY	1740	1740	\$9.95	\$17,313.00	\$17,313.00
10	2105.507	Subgrade Excavation (EV)	CY	200	0	\$4.45	\$890.00	\$0.00
11	2105.503	Rock Excavation (EV)	CY	50	0	\$57.00	\$2,850.00	\$0.00
12	2104.509	Remove Hydrant and Lead	EA	1	1	\$1,150.00	\$1,150.00	\$1,150.00
13	2104.501	Remove Wood Fence	LF	130	130	\$8.00	\$1,040.00	\$1,040.00
14	2104.503	Remove Retaining Wall	SF	940	940	\$2.00	\$1,880.00	\$1,880.00
15	2104.505	Remove Concrete Pavement	SY	25	12	\$10.00	\$250.00	\$120.00
16	2104.505	Remove Bituminous Pavement	SY	54	10	\$10.00	\$540.00	\$100.00
17	2531.618	B618 Curb and Gutter	LF	671	693	\$10.65	\$7,146.15	\$7,380.45
18	2531.618	Concrete Valley Gutter	SF	36	0	\$7.73	\$278.28	\$0.00
19	2531.618	Concrete Wing Apron	SF	70	0	\$7.73	\$541.10	\$0.00
20	2531.507	6" Concrete Driveway Pavement	SY	25	45	\$49.68	\$1,242.00	\$2,235.60
21	2105.522	Select Granular Borrow	CY	672	682	\$8.44	\$5,671.68	\$5,756.08
22	2211.501	Aggregate Base, Class 5	TON	387	491.08	\$10.43	\$4,036.41	\$5,121.96
23	2211.501	Agg. Base, Class 5 (100% Crushed Limestone)	TON	48	0	\$17.53	\$841.44	\$0.00
24	2360.501	Type SP 9.5 Wearing Course Mix (3,B)	TON	129	106.26	\$71.00	\$9,159.00	\$7,544.46
25	2360.502	Type SP 12.5 Non-Wearing Course Mix (3,B)	TON	129	110	\$71.00	\$9,159.00	\$7,810.00
26	2360.604	2.5" Bituminous Driveway Pavement	SY	54	0	\$28.00	\$1,512.00	\$0.00
27	2104.509	Remove Casting and Rings	EA	1	1	\$765.00	\$765.00	\$765.00
28	2506.602	F&I Rings and Casting Assembly (San. Sewer)	EA	1	1	\$890.00	\$890.00	\$890.00
29	2503.602	F&I External Chimney Seal	EA	1	1	\$350.00	\$350.00	\$350.00
30	2504.602	Hydrant, Gate valve and Lead	EA	1	1	\$5,000.00	\$5,000.00	\$5,000.00
31	2411.604	Modular Block Retaining Wall	SF	1648	1386	\$32.00	\$52,736.00	\$44,352.00
32	2572.501	Temporary Fence	LF	110	75	\$2.21	\$243.10	\$165.75
33	2557.501	F&I Wood Fence (6')	LF	130	100	\$35.00	\$4,550.00	\$3,500.00
34	2557.501	F&I Wire Fence Design 48 9322	LF	45	40	\$54.00	\$2,430.00	\$2,160.00
35	2105.526	Select Topsoil Borrow (LV)	CY	90	30	\$9.00	\$810.00	\$270.00
36	2575.501	Terraseeding	SY	698	700	\$3.86	\$2,694.28	\$2,702.00
37	2575.523	Erosion Control Blanket, Category 2	SY	100	0	\$4.42	\$442.00	\$0.00
38	SPECIAL	Water Usage Allowance	LS	1	0	\$1,000.00	\$1,000.00	\$0.00
39	SPECIAL	Storm Water Allowance	LS	1	0	\$2,000.00	\$2,000.00	\$0.00
TOTAL							\$150,176.44	\$124,586.30

TOTAL ESTIMATED COST	TOTAL CONTRACT COST
-----------------------------	----------------------------

	\$150,176.44	\$124,586.30
CHANGE ORDER #1	\$10,563.60	\$10,563.60
CHANGE ORDER #2	\$6,162.18	\$6,162.18

CONTRACT WORK COMPLETED		\$141,312.08
REVISED CONTRACT AMOUNT	\$166,902.22	

RETAINAGE (5%)		\$7,065.60
PREVIOUS PAYMENTS		\$107,233.60
AMOUNT DUE PAYMENT #2		\$27,012.88

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Parking Restrictions on Upper 65th Street East and 65th Street East

Meeting Date: February 14, 2011
 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

SA

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 a resolution prohibiting parking on Upper 65th Street East from Concord Boulevard to its west terminus and on 65th Street East from Concord Boulevard to the alley west of Concord Boulevard.

SUMMARY

The City has received a request from Mr. George Cameron seeking a no parking zone due to the anticipated traffic movements related to his proposed liquor store on Concord Boulevard. Upper 65th Street was widened in 2010 to accommodate the traffic. 65th Street East is being studied for an improvement project in 2011 to widen it to 36 feet. Both roads will consist of three lanes. One for in-bound traffic and two for out-bound traffic and turning movements. The streets will not provide adequate width for any parking once the liquor store is constructed. A resolution should be passed that prohibits parking on these segments of Upper 65th Street East and 65th Street East.

A letter was sent to four residents and one business that are affected property owners. The letter states that the street would be posted no parking in 2011 if approved by the Council. No comments have been received from the affected property owners.

Staff recommends passage of the attached resolution which would authorize the posting of no parking signs on both sides of the street at the following locations: (a) Upper 65th Street East from Concord Boulevard to its west terminus, (b) 65th Street East from Concord Boulevard to a point 200 feet west of Concord Boulevard centerline near the alley.

TJK/kf

- Attachments: Resolution
 Map
 Letter to residents

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

RESOLUTION NO. _____

**RESOLUTION RELATING TO PARKING RESTRICTIONS ON UPPER 65TH STREET EAST AND
65TH STREET EAST, WEST OF CONCORD BOULEVARD**

WHEREAS, this resolution was passed this 14th day of February 2011 by the City of Inver Grove Heights in Dakota County, Minnesota. The Municipal corporation shall hereinafter be called the "City", WITNESSETH:

WHEREAS, the City has completed improvements at Upper 65th Street East west of Concord Boulevard to its west terminus in the City of Inver Grove Heights, Minnesota; and

WHEREAS, the City has planned the improvements on 65th Street East from Concord Boulevard to a point 200 feet west of the Concord Boulevard centerline, near the alley per the Development Agreement with Cameron's Liquors; and

WHEREAS, the City has received a request for no parking signs on these roads from the owner of the property that will hold the approved Cameron's Liquor Store; and

WHEREAS, the street improvements do not provide adequate width for parking on the streets and the anticipated traffic and turning movements associated with the liquor store; and

WHEREAS, City Code Title 6 Chapter 3 and Minnesota State Statute 169.04 does authorize "Regulatory and Warning Sign Placement"; and

WHEREAS, Minnesota Statutes, Chapter 169.04, has been adopted by the City Council of Inver Grove Heights by reference as part of said City Code.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City shall ban the parking of motor vehicles on Upper 65th Street East from Concord Boulevard to its western terminus and on 65th Street East from Concord Boulevard to a point 200 feet west of the Concord Boulevard centerline.

All such signs, upon placements, shall be in full force and effect under the Laws of the State of Minnesota, Chapter 169.04, and the Highway Traffic Regulation Act.

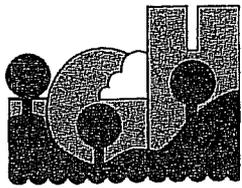
Adopted by the City Council of Inver Grove Heights this 14th day of February 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

*Cameron's
File*

January 12, 2011

Re: No Parking Zones on 65th Street East and Upper 65th Street East, west of Concord Blvd.

Dear Resident/Property Owner:

The City is notifying you that the City has received a request on behalf of the proposed Cameron's Liquor Store on the west side of Concord Boulevard to establish "No Parking" zones at the following locations:

1. 65th Street west of Concord Boulevard (both sides)
2. Upper 65th Street west of Concord Boulevard (both sides)

I have included drawings showing the proposed "No Parking" zone. These restrictions will be established by City Council action. Cameron's Liquor Store has requested this action to provide for the traffic coming to the proposed store. Dakota County's project on Concord Boulevard project will not allow any driveway or access directly to Concord Boulevard. The City Council has ordered a Feasibility Study for improvements on 65th Street west of Concord Boulevard. The developer will be responsible for costs associated with this improvement.

A three-lane configuration is proposed at both sites; one-lane for incoming traffic and two-lanes to accommodate outbound turning movements. In order to accommodate these traffic movements, "No Parking" signs will be installed on both sides of the streets as shown in the drawing. The City recognizes that this will be an inconvenience for some properties at times.

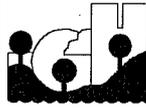
The City Council will be considering a resolution for these parking restrictions at its February 14, 2011 meeting. If you have any questions or comments, please call me at 651-450-2572 or e-mail me at tkaldunski@ci.inver-grove-heights.mn.us by February 2, 2011. The Street Maintenance Department of Public Works will be placing the "No Parking" signs in the spring after the Council makes its decision.

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

cc: Scott D. Thureen, Public Works Director



City of
Inver Grove Heights
Property Map



0 65 130 260 390 520 Feet



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Purchase of Replacement Equipment

Meeting Date: February 14, 2011
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *SAT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of purchases of replacement equipment included in the 2011 budget as approved by the City Council on December 13, 2010.

SUMMARY

The attached memo from the Street Maintenance Superintendent presents the cost information for four (4) pieces of equipment approved for replacement in 2011. The three police squad cars are being purchased via the State of Minnesota Cooperative Purchasing Contract. The prices shown do not include the price of some equipment we will install prior to putting the vehicle in service (graphics, special electronics), or the resale value. For many years, the retired police squad cars have been sold to taxi companies. There is a high demand for these vehicles and the prices offered have historically exceeded trade-in values. The bids received for the subject vehicles are approximately \$1250 greater than the trade-in value allowed. This is the final year of production for the Crown Victoria model. The order must be submitted by March 1, 2011 to guarantee availability.

The pavement painting equipment is not in the State contract. We received two price quotes and are recommending the lower quote.

I recommend approval of these capital purchases that will be funded from the Central Equipment Fund.

SDT/kf
Attachment: Memo

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Scott Thureen, Public Works Director
FROM: Barry Underdahl, Street Superintendent
DATE: February 7, 2011
SUBJECT: Capital Equipment Purchases

The following list of vehicles and equipment is scheduled for replacement in 2011.

The squad cars must be ordered by March 1, 2011 but will not go in service until summer. The trade value estimate from Elk River Ford is \$2250 to \$2750 per car. Suburban Taxi will pay between \$3500 and \$4000 per car depending on its condition and mileage at the time it is taken out of service. The acquisition cost does not include the cost of graphics or the additional equipment that may be necessary when each squad is outfitted for service. The acquisition cost is from the State Contract.

The Linelazer Paint Striper is a walk behind unit used to paint crosswalks, turn arrows, "Stop Ahead" warnings, etc. This item is not on the State Contract. Two quotes have been acquired. CJ Spray, Inc. of Inver Grove Heights had a lower price than Sherwin Williams in West St. Paul. There is no trade value for the painting unit. We will advertise it for sale. If no reasonable offer is received, we will keep it for parts.

<u>Police Department:</u>	<u>Vendor</u>	<u>Budget</u>	<u>Acquisition Cost</u>
Squad Car #20	Elk River Ford	\$26,100.00	\$25,946.73
Squad Car #21	Elk River Ford	\$26,100.00	\$25,946.73
Squad Car #22	Elk River Ford	\$26,100.00	\$25,946.73

<u>Street Department:</u>	<u>Vendor</u>	<u>Budget</u>	<u>Acquisition Cost</u>
LineLazer Paint Striper	CJ Spray Inc.	\$6,900.00	\$6,407.16

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 2010 Pavement Management Program, City Project No. 2010-12 – 59th Street Reconstruction

Meeting Date: February 14, 2011
 Item Type: Consent **TJK**
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director **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 Fund, Special Assessments

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 2010 Pavement Management Program, City Project No. 2010-12 – 59th Street Reconstruction.

SUMMARY

This project has been completed except for the warranty period and an assessment hearing is proposed for March 28, 2011.

The City is withholding 5% of the project payment to the contractor until the warranty period is done in the spring 2011. The project assessments incorporate the street and drainage improvements on 59th Street west of Concord and the alley between 59th Street and Linden Street. As we have done on past projects, staff had the original property appraiser (Metzen) recertify the original analysis of the properties in the project area. This analysis provides an opinion concerning the sustainability of the proposed assessments on the project.

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. 2010-12 – 59th Street Reconstruction.

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**

**2010 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2010-12 – 59TH STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, February 14, 2011, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

CITY PROJECT NO. 2010-12 – 59TH STREET RECONSTRUCTION

WHEREAS, the total final project cost is \$209,062.28.

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. 2010-12 is hereby declared to be \$122,398.61.
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 14th day of February 2011.

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

**2010 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2010-12 – 59TH STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, February 14, 2011, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

CITY PROJECT NO. 2010-12 – 59TH STREET RECONSTRUCTION

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 28th day of March 2011, in the City Council Chambers, 8150 Barbara Avenue at 7:30 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 14th day of February 2011.

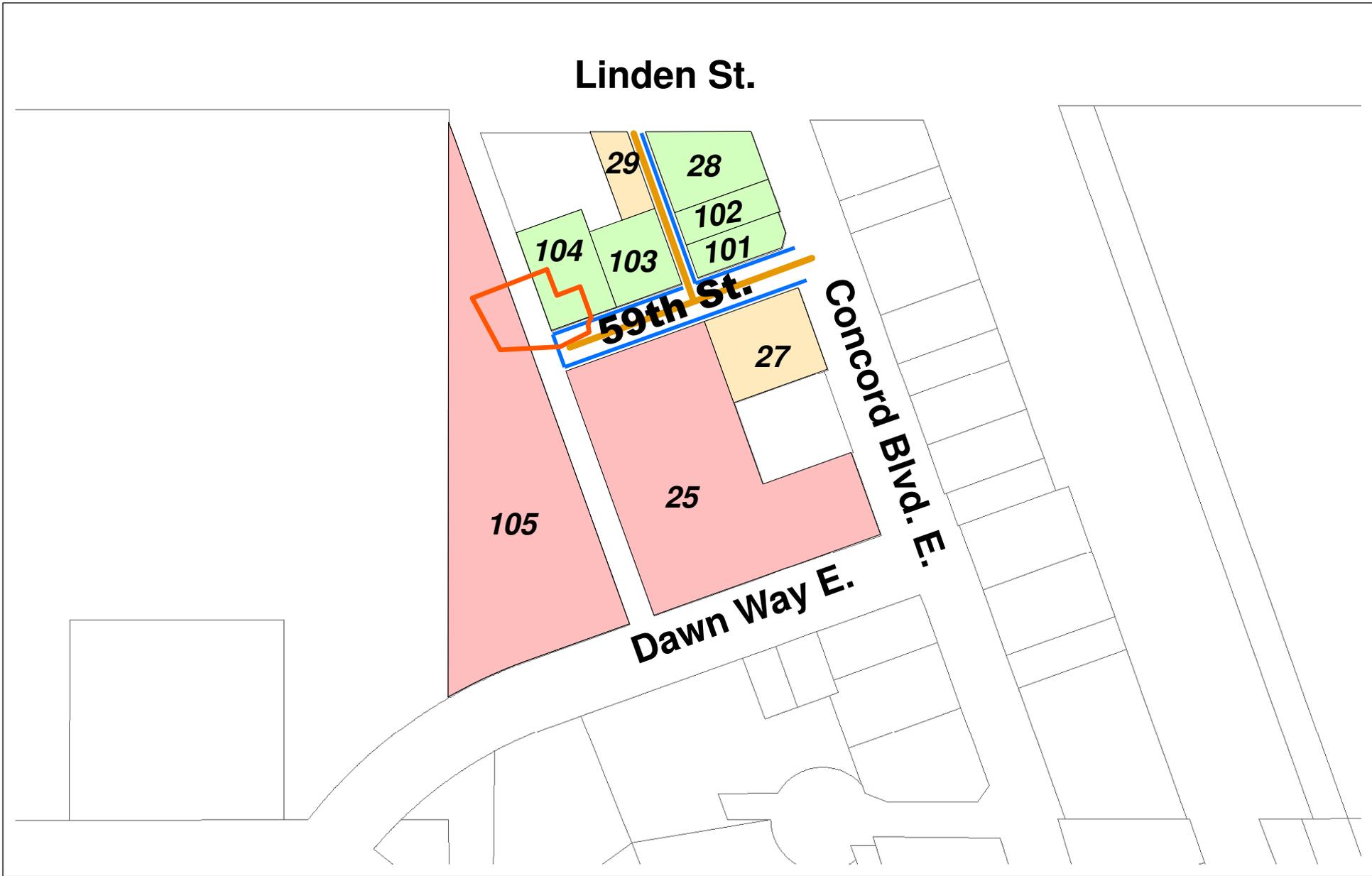
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



 RESIDENTIAL PARCELS	 DRAINAGE AREA
 COMMERCIAL, MULTI-FAMILY PARCELS	 STREETS
 NOT ASSESSED (Due to corner credits)	 CURB

Total Drainage Area: 0.2 ac
Constructed Centerline: 500 ft

**FINAL ASSESSMENT
CITY PROJECT NO. 2010-12
59TH STREET RECONSTRUCTION**





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2010-12_59thStreet\2010-12assess.pdf

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Set VMCC Ice Rates

Meeting Date: February 14, 2011
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Michael Sheggeby
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve 2011-12 Ice Rates for the VMCC increasing the prime rate from \$190 to \$195.

SUMMARY

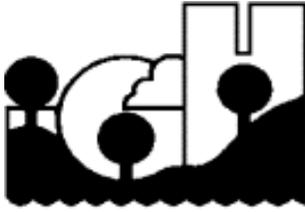
The City Council is asked to establish ice rates each year as outlined in Section 3.1.1 of the lease agreement between the City of Inver Grove Heights and Independent School District 199 for the Armory and for the Inver Gove Heights Veteran’s Memorial Community Center (VMCC). Doing so will allow the City to charge ISD 199 for ice Time used by the boys and girls high school hockey program and physical education classes outlined in the lease

The City and School District entered into a lease for the use of the VMCC in May of 1995. The lease requires the School District to pay the City a sum of \$100,000 annually for the construction of the VMCC over a 20-year period resulting in a contribution of \$2,000,000. Additionally, the lease outlines the City can charge the School District for ice time used by the District for athletics and physical education classes.

The lease also stipules that the Community Center Advisory Committee (CCAC) consisting of the City Administrator, Finance Director, Park and Recreation Director, School District Business Manager, and Activities Director meet to discuss operational issues at the VMCC. The CCAC is charged with establishing the market rate ice time at the VMCC by using a prescribed list of area arenas to establish an “average” ice rate.

At the February 9th Park and Recreation Advisory Commission meeting the Commission adopted the presented ice time rates for 2011-2012.

The CCAC met Friday, February 11th and is recommending adoption of the presented ice time rates for 2011-12.

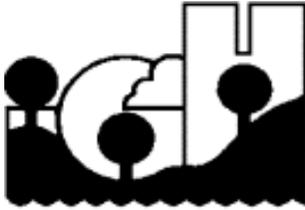


City of Inver Grove Heights Veteran's Memorial Community Center

Rate Structure

ICE TIME (Current)	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	3:00pm – 9:59pm	Before 3:00pm and after 10pm	7:00am – 8:59pm	Before 7:00am and after 9:00pm
September 1, 2010 – March 10, 2011	\$190	\$140	\$190	\$140
	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	5:00pm – 8:59pm	Before 5:00pm and after 9:00pm	9:00am – 7:59pm	Before 9:00am and after 8:00pm
March 11, 2011 – August 31, 2011	\$130	\$110	\$130	\$110

ICE TIME (Proposed)	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	3:00pm – 9:59pm	Before 3:00pm and after 10pm	7:00am – 8:59pm	Before 7:00am and after 9:00pm
October 1, 2011 – March 12, 2012	\$195	\$130	\$195	\$130
	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	5:00pm – 8:59pm	Before 5:00pm and after 9:00pm	9:00am – 7:59pm	Before 9:00am and after 8:00pm
March 13, 2012 – September 30, 2012	\$130	\$110	\$130	\$110



City of Inver Grove Heights
Veteran's Memorial Community Center

2011-2012
Ice Rate Study

Arena	2010-2011 Prime	2010-2011 Non- Prime	2011-2012 Prime	2011-2012 Non- Prime
Cottage Grove	\$205	\$145	\$200	\$130
Eagan	\$180	\$112	\$180	\$112
Lakeville	\$205	\$145	\$212	Neg.
Rosemount	\$185	\$125	\$185	\$125
South St Paul	\$200	\$150	\$195	\$155
West St Paul	\$185	\$185	\$185	\$185
Edina	\$185	\$135	\$190	\$140
Burnsville	\$210	\$155	\$210	\$160
Minnetonka	\$180	\$180	\$180	\$180
Parade (Minneapolis)	\$175	\$140	\$175	\$140
Average	\$191	\$147	\$191	\$147
Maximum Market Rate 5% greater than average	\$201	\$154	\$201	\$154
Current VMCC Rate	\$190	\$140		
Proposed VMCC Rate			\$195	\$130

Notes:

- Lease allows rate to be below market, at market, but no more than 5% above market.
- Provides users of 800 or more hours of ice between October 1st and March 10th a \$10 per hour discount.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF THE 2010 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70

Meeting Date: February 14, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin.
Prepared by:
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider approval of the proposed 2010 - 2011 labor agreement between the City of Inver Grove Heights and I.U.O.E., Local 70 effective January 1, 2010, through December 31, 2011.

SUMMARY The City of Inver Grove Heights maintains a labor agreement with I.U.O.E, Local 70 which represents the City’s maintenance positions in the streets, parks, utilities, VMCC and Inver Wood Golf Course divisions.

We have negotiated an agreement with the group for 2010 and 2011 that includes a 2% wage increase for 2010 and a wage freeze in 2011. The City’s health insurance contribution mirrors that of the Sergeants and Police Officers for 2010, and there is no additional increase in the contribution for 2011.

We propose to fund this from general fund surplus.

The group of employees in the bargaining unit voted to ratify the proposed agreement on Thursday, February 3, 2011.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of 2011 Tree Replacement Plan

Meeting Date: February 14, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

It is requested that the Council approve the proposed 2011 Tree Replacement Plan as presented below and recommended by the Park and Recreation Commission.

SUMMARY

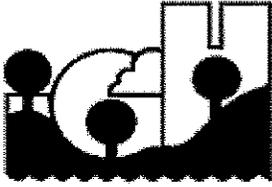
The Commission and Council approved the Tree Preservation Mitigation Fund and Tree Replacement Plan Policy in early 2003. (See attached). The purpose of the policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree protection and Preservation Fund. The policy provides for expenditures of up to 50% of the fund in any given year.

The current balance in the Tree Preservation Mitigation Fund (Fund 443) is approximately \$59,765.25 (50% = \$29,882.63). While the policy allows for the expenditure of up to 50% of the fund balance, we don't expect much development activity in 2011 based on the economy. The following is the recommended 2011 expenditures:

Proposed 2011 Tree Preservation Fund

Project	Description	Quantity	Cost
Nursery Stocking	Replenish nursery with bare root trees	40	\$1,500
Mulch	Mulch new trees and landscape beds	250 yds	\$5,000
Shrubs	Plant/replace dead stock		\$1,500
Tree Removal	Remove potential EAB Trees	80	\$6,000
Tree Removal	Dead, dying, diseased, storm, & hazard trees		\$6,000
Total			\$20,000

Eighty park tree plantings in 2011 will be done with DNR Forest Bonding Grant resources separate from Tree Replacement Funding.



Administrative Policy & Procedure	
Department	Parks & Recreation
Specific Policy	Tree Replacement Plan
Approved by Council	February 10, 2003
Date Revised by Council	

Purpose

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

Procedure

Funds may be used as follows:

Reforestation Program

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

Special Needs

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

Continuance of Policy

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

Responsibility

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of the 2011-12 Forest Bonding Grant with the MN DNR

Meeting Date: February 14, 2011
 Item Type: Consent Agenda
 Contact: Mark Borgwardt - 651.450.2581
 Prepared by: Mark Borgwardt
 Brian Swoboda
 Reviewed by: Eric Carlson

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

PURPOSE/ACTION REQUESTED

Approve the attached 2011/2012 Forest Bonding Grant Agreement with the Minnesota Department of Natural Resources. The grant will provide \$25,000 to replace 80 ash trees, vulnerable to Emerald Ash Borer, with a more diverse tree species, in North Valley, Salem Hills, Oakwood, and at the Community Center.

SUMMARY

In June of 2010, the City adopted the Emerald Ash Borer Management Plan. The plan outlines how the City will take a proactive approach to fighting EAB and spread the physical and fiscal costs associated with the outbreak of EAB over a 10-year timeframe. The loss of ash trees in Inver Grove Heights will have a devastating effect on home values, quality of life and the environment. Our goal is to buffer that impact in advance by implementing current best arboricultural management activities.

Highlights of the grant include:

- \$25,000 granted to the City of Inver Grove Heights to help plant new trees
- The grant runs from February 2011 – June 2012
- The grant is a reimbursement grant requiring the City to show proof of eligible expenditures prior to reimbursement
- The grant requires that the property grant monies are spent on become "Restricted Property" which shall continue to be state bond financed property for 125% of the useful life of the property (37.5 years by definition)
- Restricted property cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of MMB

**STATE OF MINNESOTA
GENERAL OBLIGATION BOND PROCEEDS
GRANT CONTRACT**

Accounting Information

Agency: R29	Fiscal Year: 10	Vendor Number: 036797001 00
Total Amount of Contract: \$25,000.00	Amount of First FY:	
Commodity Code: 023 09	Commodity Code:	Commodity Code:
Object Code: 5B20	Object Code:	
Amount: \$25,000.00	Amount:	Amount:

Acct Dist 1:	Acct Dist 2:	Acct Dist 3:
Fund: 500	Fund:	Fund:
Appr: 357	Appr:	Appr:
Org/Sub: 3727	Org/Sub:	Org/Sub:
Activity: 3505	Activity:	Activity:
Amount: \$25,000.00	Amount:	Amount:

Contract Number: B52125

Begin Date: February 1, 2011

End Date: June 30, 2012

Grant Name and Address for filing and payment purposes:

City of Inver Grove Heights,
8168 Barbara Avenue
Inver Grove Heights, MN 55077

Attention: Brian Swoboda, City Forester/Park Maintenance

General Obligation Bond Proceeds

Grant Agreement for Tree Removal and Replanting

THIS AGREEMENT shall be effective as of February 1, 2011 and is between City of Inver Grove Heights, a political subdivision of the State of Minnesota (the "Public Entity"), and the Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155-4044 (the "DNR").

RECITALS

A. The DNR has created and is operating a diseased shade tree removal and replacement program (the "State Program") under the authority granted by Laws 2008, ch. 179, sec. 7, subdiv. 21 (the "State Program Enabling Legislation"). Under the State Program, the recipients of a grant must use such funds to identify, remove, dispose of and replace dead or dying shade trees located on public property that are lost to forest pests or disease.

B. Under the State Program, the DNR is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, Sec. 5(a) of the Minnesota Constitution.

C. The Public Entity submitted a grant application to the DNR (the "Grant Application") attached as **Attachment III** in which the Public Entity requested a grant from the State Program, the proceeds of which will be used for the purposes set forth in such grant application.

D. The Public Entity has been selected by the DNR for a receipt of a grant from the State Program in an amount of \$25,000.00 (the "Program Grant"), which proceeds must be used by the Public Entity to perform those functions and activities imposed by the DNR under the State Program and set forth in the Grant Application.

E. The Public Entity's receipt and use of the Program Grant to improve real property (the "Real Property") will cause the Public Entity's ownership interest in all of the Real Property to become "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and in the "Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget ("MMB") and dated August 26, 2010, as amended, even if such funds are being used to improve only a portion of the Real Property.

G. The Public Entity and the DNR desire to set forth herein the provisions relating to the granting and disbursement of the Program Grant to the Public Entity and the operation of the Real Property.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows:

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set forth below, unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting.

“Certification” – if applicable, means a certification in the form attached as **Attachment IA**, in which the Public Entity acknowledges that its interest in all or part of the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner’s Order” - means the “Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of MMB and dated August 26, 2010, as amended.

“Declaration” - if applicable, means a declaration in the form attached as **Attachment IB**, indicating that the Public Entity’s ownership interest in the all or part of the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of the events set forth in Section 2.05.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the Program Grant, and any bonds issued to refund or replace such bonds.

“Project” - means the Public Entity’s identification, removal, disposal of and replacement of dead or dying shade trees located on the Real Property that are lost to forest pests or disease.

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Dakota, State of Minnesota, legally described in Exhibit A to the Certification attached as **Attachment IA** and/or generally described in Exhibit A to the Declaration attached as **Attachment IB**.

“Useful Life of the Real Property” - means 30 years.

Article II GRANT

Section 2.01 Grant of Monies. The DNR shall make the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the DNR or the Commissioner of MMB under certain circumstances.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property must be owned by one or more public entities. Such ownership may be in the form of fee ownership and/or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the DNR that it has, or will acquire, a fee simple and/or an easement

ownership interest in the Real Property, and, in addition, that it possesses, or will possess, all easements necessary for the operation, maintenance and management of the Real Property.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, for identification, removal, disposal of and replacement of dead or dying shade trees located on the Real Property that are lost to forest pests or disease, and may not use the Program Grant for any other purpose.

Section 2.04 Public Entity Representations and Warranties. The Public Entity represents and warrants to the DNR as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their terms.

E. It will comply with all of the terms and conditions of this Agreement and all other documents referred to herein.

F. It will comply with all of the provisions and requirements of Minn. Stat. Sec. 16A.695, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the DNR or the Commissioner of MMB relating to the Program Grant or the disbursement of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Certification and/or the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Certification and/or the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. It has complied with the matching funds requirement contained in Section 6.20.

N. It will not, without the prior written consent of the DNR and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property, whether such lien or encumbrance is superior or subordinate to the Declaration (if applicable).

O. It reasonably expects to possess the ownership interest in the Real Property described in Section 2.02 for the entire Useful Life of the Real Property, and it does not expect to sell such ownership interest.

P. It will supply whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

Q. For that portion of the Real Property (if any) as to which the State Entity or the Public Entity has received a waiver from MMB of the requirement that the Public Entity record a Declaration pursuant to Section 6.02(b) of the Commissioner's Order, the Public Entity will promptly execute a Certification and deliver a copy thereof to the DNR and to MMB (attention: Capital Budget Coordinator). For that portion of the Real Property (if any) as to which the Public Entity has not received a waiver from MMB of the requirement that it record a Declaration, it has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the DNR and to MMB that contains all of the recording information.

R. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the DNR or the Commissioner of MMB.

Section 2.05 Events of Default. The following events shall, unless waived in writing by the DNR and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the DNR or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the DNR and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the

DNR to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, condition, covenant, or warranty contained in this Agreement, the Certification and/or the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, condition, covenant, or warranty in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds required for the Project under Section 6.20.

E. If the Public Entity fails to deliver the Certification and/or record and deliver the Declaration described in Section 2.04.Q.

Notwithstanding the foregoing, any of the events set forth above that cannot be cured shall, unless waived in writing by the DNR and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the DNR or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.06 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the DNR, the DNR or the Commissioner of MMB may enforce any or all of the following remedies.

A. The DNR may refrain from disbursing the Program Grant; provided, however, the DNR may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the DNR or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the DNR or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision of this Agreement within 30 days of demand by the Commissioner of MMB, or any

amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the DNR and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.07 Notification of Event of Default. The Public Entity shall furnish to the DNR and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.08 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.10 and at the end of its term in accordance with Section 2.09.

Section 2.09 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property to the date on which the Real Property is first used for the operation of the Governmental Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property from the effect of this Agreement and the Declaration, if any.

Section 2.10 Modification and/or Early Termination of Grant. If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the DNR may agree in writing, then the DNR's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date, then the DNR's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate, and (ii) if some but not all of the Program Grant has been disbursed by such date, then the DNR shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect.

This Agreement shall also terminate upon the Public Entity's sale of its ownership interest in the Real Property in accordance with the provisions of Article III and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with Article III, or upon the termination of Public Entity's ownership interest in the Real Property if such ownership interest is by way of an easement. Upon such termination the DNR shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property, from the effect of this Agreement, the Certification and/or the Declaration.

Section 2.11 Excess Funds. If the full amount of the Program Grant and matching funds referred to in Section 6.20, if any, are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

**Article III
SALE**

The Public Entity shall not sell any part of its ownership interest in the Real Property unless all of the following have been complied with fully: (i) the sale is made as authorized by law, (ii) the sale is for fair market value (as defined in the Commissioner's Order), and (iii) the written consent of the Commissioner of MMB has been obtained. The proceeds of any such sale shall be distributed as set forth in Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

**Article IV
COMPLIANCE WITH MINN. STAT. SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 4.01 State Bond Financed Property. The Public Entity and the DNR acknowledge and agree that the Public Entity's ownership interest in the Real Property is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property.

Section 4.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to

maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 4.03 Changes to Minn. Stat. Section 16A.695 or the Commissioner's Order. If the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the DNR shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property from Minn. Stat. Sec. 16A.695 or the Commissioner's Order.

Article V DISBURSEMENT OF GRANT PROCEEDS

Section 5.01 Disbursement of Grant. Upon compliance with all of the conditions set forth in Section 5.02, the DNR shall disburse the Program Grant to the Public Entity in one lump sum. The DNR's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the DNR and the Commissioner of MMB.

Section 5.02 Conditions Precedent to Disbursement of Grant. The obligation of the DNR to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The DNR shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant set forth in Recital D.

B. The DNR shall have received a duly executed Certification and/or Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The DNR shall have received evidence acceptable to the DNR that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement, the Certification and/or the Declaration, and (ii) this Agreement, the Certification and/or and the Declaration are binding on and enforceable against the Public Entity.

D. The DNR shall have received evidence acceptable to the DNR that the Public Entity has completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The DNR shall have received evidence acceptable to the DNR that the Public Entity is in compliance with the matching funds requirements in Section 6.20, if any, and that all of such matching funds have been expended for the Project.

F. The DNR shall have received evidence acceptable to the DNR that all required permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or

those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

G. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

H. The Public Entity has supplied to the DNR all other items that the DNR may reasonably require.

Article VI MISCELLANEOUS

Section 6.01 Condemnation. If after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned, any condemnation proceeds which are not used to acquire an interest in additional real property needed by the Public Entity to continue its use of the remaining Real Property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the condemned portion of the Public Entity's ownership interest in the Real Property had been sold. If the Public Entity elects to sell its ownership interest in the remaining portion of the Real Property, such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of the condemnation proceeds referred to herein, the DNR agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation proceeds it receives so that the Public Entity can comply with the requirements of this Section.

Section 6.02 Record Keeping and Reporting. The Public Entity shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the Project needed to comply with the requirements of this Agreement, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the DNR, auditors for the DNR, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit or copy all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such items for a period of 6 years from the date that the Project is fully completed.

Section 6.03 Inspections by DNR. Upon reasonable request by the DNR and without interfering with the normal use of the Real Property, the Public Entity shall allow the DNR to inspect the Real Property.

Section 6.04 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant or the Project to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minn. Stat. Chapter 13.

Section 6.05 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, and it shall fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181.

Section 6.06 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182 with respect to the Project.

Section 6.07 Antitrust Claims. The Public Entity hereby assigns to the DNR and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project, and operation or management of the Real Property that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 6.08 Legislative Notification. Prior to beginning work on the Project, the Public Entity shall notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee that the work to be performed is ready to begin.

Section 6.09 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Minn. Stat. Chapter 177, and specifically those provisions contained in Minn. Stat. Secs. 177.41 through 177.435 with respect to the Project.

Section 6.10 Liability. The Public Entity and the DNR agree that they will be responsible for their own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of the DNR and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as such term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of such Chapter 466.

Section 6.11 Relationship of the Parties. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the DNR, or the Commissioner of MMB, nor shall the Public Entity be considered to be an agent, representative, or employee of the DNR, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property.

The Public Entity represents that it has already or will secure all personnel required for the performance of this Agreement and the Project. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement and the Project shall have no contractual relationship with the DNR, the Commissioner of MMB, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the DNR, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the DNR, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 6.12 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Inver Grove Heights,
8168 Barbara Avenue
Inver Grove Heights, MN 55077
Attention: Brian Swoboda, City Forester/Park Maintenance

To the DNR at:

Minnesota Department of Natural Resources
Division of Forestry
500 Lafayette Road
St. Paul, MN 55155
Attention: Ken Holman, Community Forest Program Coordinator

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 6.13 Binding Effect and Assignment or Modification. This Agreement and the Certification and/or the Declaration shall be binding upon and inure to the benefit of the Public Entity and the DNR, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the DNR may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Certification and/or the Declaration shall be binding on either the Public Entity or the DNR unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 6.14 Waiver. Neither the failure by the Public Entity, the DNR, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the DNR, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the DNR, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 6.15 Entire Agreement. This Agreement, the Certification and/or the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the DNR, and there are no other agreements, either oral or written, between the Public Entity and the DNR on the subject matter hereof.

Section 6.16 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Certification and/or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect

to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 6.17 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 6.18 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 6.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 6.20 Matching Funds. The Public Entity must obtain and supply the following matching funds for the Project: None.

Section 6.21 Source and Use of Funds. The Public Entity represents to the DNR and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

- A. The total cost of the Project.
- B. The source and amount of all funds needed to complete the Project, including:
 - (i) State funds including the Program Grant,
 - (ii) Matching funds,
 - (iii) Other funds supplied by the Public Entity,
 - (iv) Loans, identifying each such loan and all collateral pledged for repayment of each such loan and
 - (v) Other funds.
- C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses (that is, project expenses paid before the effective date of this Agreement) that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB. If any of the funds included under the source of funds have conditions precedent to the release of such funds, the Public Entity must provide to the DNR and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the DNR or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

Section 6.22 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the DNR and the State of

Minnesota. Therefore, the State of Minnesota, by and through the Commissioner of MMB, is a third-party beneficiary of this Agreement.

Section 6.23 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 6.24 DNR and Commissioner Required Acts and Approvals. The DNR and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 6.25 E-Verification. The Public Entity agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order and impose a similar requirement in any Use Agreement to which it is a party.

Section 6.26 Additional Requirements. The Public Entity and the DNR agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control:

NONE

(The remainder of this page was intentionally left blank)

IN TESTIMONY HEREOF, the Public Entity and the DNR have executed this General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting under the diseased shade tree removal and replacement program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Inver Grove Heights, a political subdivision of the State of Minnesota

By: _____

Name: GEORGE TONERVILLE

Its: MANAGER

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

STATE ENTITY:

DEPARTMENT OF NATURAL RESOURCES

By: _____

Name: Robert Tomlinson

Its: Assistant Director, Division of Forestry

Dated: _____

ENCUMBERED:

Rose Bedeas
Accounting Officer Senior

Dated: 1/24/11

CFMS Contract #B52125

ATTACHMENT IA

CERTIFICATION

**State of Minnesota
General Obligation Bond Financed Property**

The undersigned has a fee simple and/or easement interest in the real property located in the County of Dakota, State of Minnesota that is generally described or illustrated graphically in **Exhibit A** attached and all facilities situated thereon (the "Restricted Property") and acknowledges that the Restricted Property is State bond-financed property. The undersigned acknowledges that:

- A. The Restricted Property is state bond financed property within the meaning of Minn. Stat. Sec. 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget;
- B. The Restricted Property is subject to the provisions of the General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting between the Department of Natural Resources and _____ dated _____, and _____, and _____;
- C. The Restricted Property shall continue to be deemed state bond financed property for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

City of Inver Grove Heights, a political subdivision of the State of Minnesota

By: _____

Name: _____

Title: _____

By: _____

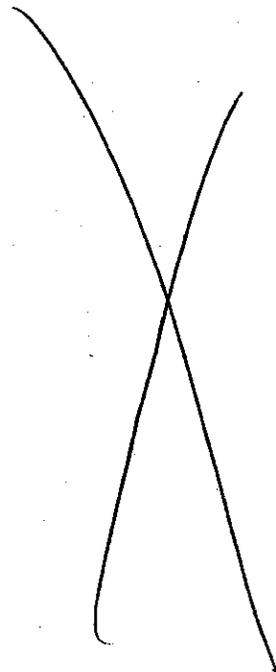
Name: _____

Title: _____

Exhibit A to Certification

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

[Insert a narrative or graphic description of the Restricted Property. It need not be a legal description.]



ATTACHMENT IB

DECLARATION

**State of Minnesota
General Obligation Bond Financed Property**

The undersigned has the following interest in the real property located in the County of Dakota, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)

a fee simple title, or

an easement,

and as owner of such fee title or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting between the Department of Natural Resources and City of Inver Grove Heights dated 2-1-11 (the "G.O. Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Property Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of the Department of Natural Resources and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Oakwood Park

Minnesota Form No. 3.

Doc. No. 126217

WARRANTY DEED
Individual to Corporation

TO

Office of Register of Deeds,
State of Minnesota,

County of DAKOTA

I hereby certify that the within Deed was filed in this office for record on the 20 day of Nov, 19 73, at 9:00 o'clock A. M., and was duly recorded in Book _____ of ~~Dakota~~ DAKOTA COUNTY RECORDS

JAMES J. FOUTCHIS

Register of Deeds

By A. Swanson Deputy

~~NO DELINQUENT~~
Taxes paid and Transfer entered this 20th day of November, 19 73.

Carl A. Ormshead

County Auditor

By A. Fitch Deputy

Tax statements for the real property described in this instrument should be sent to:

Village of Inver Grove Heights
8650 Courthouse Blvd. Name
Inver Grove Heights, Minn.
55075

Address

Paul Magnuson
Shawnee, Minn. NW 1/4 Sec. 10
201 N. Concord, S5 P MN 55075

Recording Fee 4.00

No. Chg.

11-20-73

This Indenture, Made this 14th day of November, 1973, between SOUTH GROVE LAND COMPANY, a partnership

of the County of Dakota and State of Minnesota part Y of the first part, and The Village of Inver Grove Heights, a public Corporation a corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said party Y of the first part, in consideration of the sum of One Dollar and other good and valuable considerations DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do ES hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Dakota and State of Minnesota, described as follows, to-wit:

The West 1083.19 feet measured at right angles to and parallel with the West line of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 10, Township 27N, Range 22W, consisting of 16.28 acres lying within the Village of Inver Grove Heights, Dakota County, Minnesota

Exempt from State Deed Tax. [Signature]

To Have and to Hold the Same, Together with all the hereditaments and appurtenances therunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said South Grove Land Company, a partnership

part Y of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances, except local improvement assessments made by said Village, and upon the further restriction that the sale, lease or other transfer of the land herein described, or any interest therein, is subject to the prior approval of the Secretary of H.U.D.

(This instrument is issued to correct that instrument dated the 7th day of September 1973 by and between the parties hereto.)

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part of the first part will Warrant and Defend.

In Testimony Whereof, The said party Y of the first part has hereunto set its hand the day and year first above written.

In Presence of [Signatures]

SOUTH GROVE LAND COMPANY BY: [Signature] Peter S. Popovich

State of Minnesota,

County of RAMSEY

} ss.

On this 14th day of November, 1973, before me,
a Notary Public within and for said County, personally appeared
Peter S. Popovich, a partner of South Grove Land Company

to me known to be the person described in, and who executed the foregoing instrument,
(See Note) and acknowledged that he executed

the same as his free act and deed.
(See Note)

THIS INSTRUMENT WAS DRAFTED BY
LeVander, Gillen, Miller & Magnuson
201 North Concord (Name)
South St. Paul, Minn. (Address)
55075

Emby E. Lovell
Notary Public Washington County, Minn.
My commission expires Jan 8, 1976

NOTE: The blank lines marked "See Note" are for use when the instrument is executed by an attorney in fact.

Oakwood Park

Minnesota Form No. 5.

Doc. No. 126217

WARRANTY DEED
Individual to Corporation

TO

Office of Register of Deeds,
State of Minnesota,

County of DAKOTA

I hereby certify that the within Deed
was filed in this office for record on the
20 day of Nov
1973, at 7:00 o'clock A. M.,
and was duly recorded in Book
of DAKOTA COUNTY RECORDS

JAMES J. FOUTCHIS

Register of Deeds

By J. Swanson Deputy

DELIQUENT
Taxes paid and Transfer entered this
20th day of November
1973

Carl O. Onstad
County Auditor

By A. Fitch Deputy

Tax statements for the real property
described in this instrument should be
sent to:

Village of Inver Grove Heights
8650 Courthouse Blvd. Name
Inver Grove Heights, Minn.
55075

11-20-73

Address
Paul Magnuson
Delisted, Yellon, M. & M. Co.
201 W. Concord, SS P Mx 55075

Recording Fee \$5.00

No. City.

This Indenture, Made this 14th day of November, 1973, between SOUTH GROVE LAND COMPANY, a partnership

of the County of Dakota and State of Minnesota, party of the first part, and The Village of Inver Grove Heights, a public Corporation, a corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Dollar and other good and valuable considerations DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Dakota and State of Minnesota, described as follows, to-wit:

The West 1083.19 feet measured at right angles to and parallel with the West line of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 10, Township 27N, Range 22W, consisting of 16.28 acres lying within the Village of Inver Grove Heights, Dakota County, Minnesota

Exempt from State Deed Tax. [Signature]

To Have and to Hold the Same, Together with all the Hereditaments and appurtenances thereto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said South Grove Land Company, a partnership

party of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances, except local improvement assessments made by said Village, and upon the further restriction that the sale, lease or other transfer of the land herein described, or any interest therein, is subject to the prior approval of the Secretary of H.U.D.

(This instrument is issued to correct that instrument dated the 7th day of September 1973 by and between the parties hereto.)

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said party of the first part has hereunto set its hand the day and year first above written.

In Presence of [Signatures]

SOUTH GROVE LAND COMPANY BY: [Signature] Peter S. Popovich

State of Minnesota,

County of RAMSEY

} ss.

On this 14th day of November

, 1973, before me,

a Notary Public within and for said County, personally appeared Peter S. Popovich, a partner of South Grove Land Company

to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed

(See Note)

the same as his free act and deed.

(See Note)

THIS INSTRUMENT WAS DRAFTED BY
LeVander, Gillen, Miller & Magnuson
201 North Concord (Name)
South St. Paul, Minn. (Address)
55075

Eruby E. Loren
Notary Public Washington County, Minn.

My commission expires Jan 8, 1976.

NOTE: The blank lines marked "See Note" are for use when the instrument is executed by an attorney in fact.

Minnesota Form No. 3.

Doc. No. 126217

WARRANTY DEED
Individual to Corporation

TO

Office of Register of Deeds,
State of Minnesota,

County of DAKOTA

I hereby certify that the within Deed
was filed in this office for record on the
20 day of Nov,
1973, at 9:00 o'clock A. M.,
and was duly recorded in Book
of DAKOTA COUNTY RECORDS

JAMES J. FOUTCHIS

Register of Deeds

By J. Swanson Deputy

NO DELINQUENT
Taxes paid and transfer entered this
20th day of November,
1973.

Carl O. Onsdorf

County Auditor

By A. Fitch Deputy

Tax statements for the real property
described in this instrument should be
sent to:

Village of Inver Grove Heights
8650 Courthouse Blvd. Name
Inver Grove Heights, Minn.
55075

Address

Paul Magnuson
Televised, Helen, Minn. & Mag.
201 N. Concord, S.P. Minn 55075

Recording Fee 5.00

No Chg.

11-20-73

This Indenture, Made this 14th day of November, 1973, between SOUTH GROVE LAND COMPANY, a partnership

of the County of Dakota and State of Minnesota part Y of the first part, and The Village of Inver Grove Heights, a public Corporation a corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said part Y of the first part, in consideration of the sum of One Dollar and other good and valuable considerations DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Dakota and State of Minnesota, described as follows, to-wit:

The West 1083.19 feet measured at right angles to and parallel with the West line of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 10, Township 27N, Range 22W, consisting of 16.28 acres lying within the Village of Inver Grove Heights, Dakota County, Minnesota

Exempt from State Deed Tax.

South Grove Land Co. Sec'd by, [Signature]

To Have and to Hold the Same, Together with all the hereditaments and appurtenances hereto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said South Grove Land Company, a partnership

part Y of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances, except local improvement assessments made by said Village, and upon the further restriction that the sale, lease or other transfer of the land herein described, or any interest therein, is subject to the prior approval of the Secretary of H.U.D.

(This instrument is issued to correct that instrument dated the 7th day of September 1973 by and between the parties hereto.)

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part of the first part will Warrant and Defend.

In Testimony Whereof, The said part Y of the first part has hereunto set its hand the day and year first above written.

In Presence of

[Signatures of witnesses]

SOUTH GROVE LAND COMPANY

BY: Peter S. Popovich

State of Minnesota,

County of RAMSEY

} ss.

On this 14th day of November, 1973, before me,
a Notary Public within and for said County, personally appeared
Peter S. Popovich, a partner of South Grove Land Company

to me known to be the person described in, and who executed the foregoing instrument,
(See Note) and acknowledged that he executed

the same as his free act and deed.
(See Note)

THIS INSTRUMENT WAS DRAFTED BY
LeVander, Gillen, Miller & Magnuson
201 North Concord (Name)
South St. Paul, Minn. (Address)
55075

Ernie E. Lovell
Notary Public Winnington County, Minn.
My commission expires Jan 8, 1976

NOTE: The blank lines marked "See Note" are for use when the instrument is executed by an attorney in fact.

North Valley Park

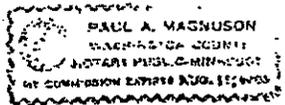
State of Minnesota,

County of Dakota

On this 12 day of April, 1917, before me, a Notary Public within and for said County, personally appeared ... and ... did say that they are respectively the President and the ... of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of ... and said ... and ... acknowledged said instrument to be the free act and deed of said corporation.

THIS INSTRUMENT WAS DRAFTED BY LeVander, Gillen, Miller & Magnuson (Name) 402 Drovers Bank (Address) Bldg. South St. Paul, MN 55075

Notary Public ... County, Minn. My commission expires ... 19...



Minnesota Form No. 2, Dec. 31, 1917 1034374 WARRANTY DEED Corporation to Corporation

OFFICE OF THE COUNTY RECORDER-DAKOTA COUNTY, MN.

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

Mar 24 4 16 PM '17

DOC. NO. 1034374 JAMES N. DOLAN, COUNTY RECORDER DEPUTY. CASH CHECK CHARGE REFUND

DO NOT REMOVE This instrument and Transfer entered this ... day of ... 19...

City of Inver Grove Heights, Minn. 8650 Courthouse Blvd. Inver Grove Heights, MN 55075

LeVander, Gillen, Miller & Magnuson 402 Drovers Bank Bldg. South St. Paul, Minn. 55075

17/18 ADV

1034374

This Indenture, Made this 15 day of April, 1980,
between Jandric, Inc.

a corporation under the laws of the State of Minnesota, party of the first part, and
City of Inver Grove Heights
municipal
corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Dollar
(\$1.00) and other good and valuable consideration - - - BOOKS,
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does
hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns.
Forever, all the tract or parcel of land lying and being in the County of Dakota
and State of Minnesota, described as follows, to-wit:

Part of the south 1/4 of the southeast 1/4 of Section 4, Township 27 North,
Range 22 West as follows: Commencing at the southeast corner of said
Section 4. Thence north along the east line of said Section 4, 994.79
feet, thence deflecting to the left 89°, 36 minutes, 03 seconds for
244.67 feet; thence deflecting to the right 89°, 18 minutes, 17
seconds for 326 feet; thence deflecting to the left 89°, 53 minutes,
23 seconds for 1400.76 feet; thence deflecting to the left 89°, 19
minutes, 23 seconds for 1323.14 feet, more or less to the south line
of said Section 4; thence east along the south line of said Section 4,
for 1653.66 feet more or less to point of beginning, containing 47.49
acres except that part of County State Aid Highway 26 or 70th Street;
except the west 6 acres of the previously described land.

Except the following described parcel: Commencing at a point in the
public highway between Section 4 and 9, Township 27 N, Range 22 W,
36 rods west of the corner where Section 3, 4, 9 and 10 intersect
running thence in a northwesterly direction in the center of said
highway 33 rods; thence west in the center of said highway 6 rods;
thence in a southwesterly direction in the center of said highway 24
rods to said section line between Section 4 & 9; thence east on said
section line to place of beginning. Being that certain tract of land
situated in the southeast 1/4 of said Section 4 which lies south of said
highway containing 4 acres more or less.

Also that part of the southwest 1/4 of the southwest 1/4 of Section 3,
Township 27 N, Range 22 W, described as follows: Commencing on the
southwest corner of said Section 3, thence north along the west line
of said Section 3 for 42.87 feet to the north right-of-way line of
County State Aid Highway 26 or 70th Street to point of beginning;
thence north along said west line 611.92 feet; thence deflecting to
the right 90°, 51 minutes, for 45.83 feet to a point which is 208'
westerly of the center line of County State Aid Highway 75 or Cahill
Avenue; thence southeasterly on a line which is parallel to and 208.0'
westerly measured on a line which is perpendicular to the center line
of said Cahill Avenue 630.40 feet more or less to the north right-of-way
line of County State Aid Highway 26 or 70th Street; thence westerly
along the north right-of-way line of County State Aid Highway 26 for
287.23 feet more or less to point of beginning. Containing 2.27 acres.

PT. 27-22
3-27-22



In Testimony Whereof, The said first party has caused these
presents to be executed in its corporate name by its
President and its _____ and its corporate seal to
be hereunto affixed the day and year first above written.

In Presence of

JANDRIC, INC.

By Emil Jandric, Inc.
Its _____ President

Exempt from Dakota County Tax
[Signature]
Lakota County Treasurer

COUNTY CONSERVATION [Signature]
DAKOTA COUNTY TREASURER

EXEMPT FROM STATE DEED TAX

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said Jandric, Inc.

party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinafore mentioned, the said party of the first part will Warrant and Defend.



In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its President and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of

JANDRIC, INC.

By Ernie Jandric Pres.
Its President

Exempt from Dakota County Deed Tax
[Signature]
Dakota County Treasurer

COUNTY CONSERVATION [Stamp]
[Signature]
DAKOTA COUNTY TREASURER

North Valley Park

Minnesota Form No. 1

Doc. No. 429499

WARRANTY DEED
Corporation to Corporation

TO

Office of Register of Deeds,
State of Minnesota,

County of DAKOTA

I hereby certify that the within Deed
was filed in this office for record on the
27th day of July,
1974, at 9:00 o'clock A.M.,
and was duly recorded in Book
of Deeds ANDERSON COUNTY RECORDS
JAMES J. FOUTCHIS

By A. Swanson Register of Deeds.
Deputy.

Taxes for the year 19... on the lands
described within, paid this...
day of..., 19...

County Treasurer.
By No deler... Deputy.

Taxes and Transfer entered this
27th day of July,
1974

Carl D. Preschuk
County Auditor.
By M. J. ... Deputy.

This instrument was drafted by
John J. Todd of
P.O. BOX, ANDERSON & COLLINS
Grand Avenue

Recording Fee 5075 Return

This Indenture, Made this fifth day of February, 1970, between JANDRIC, INC.

a corporation under the laws of the State of Minnesota, party of the first part, and Village of Inver Grove Heights, a Municipal corporation incorporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration--DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Dakota and State of Minnesota, described as follows, to-wit:

The N. 100 ft. of the S. 754.70 ft. of that part of the SW $\frac{1}{4}$ (Southwest One-Quarter) of the SW $\frac{1}{4}$ (Southwest One-Quarter) of Section 3, Township 27 North, Range 22 West lying west of County State Aid Road No. 75 (Cahill Avenue)

EARL V. THOMPSON, TREASURER OF THE STATE OF MINNESOTA
due on this instrument is \$ is exempt.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said JANDRIC, INC.

party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances except easements and restrictions of record.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.



In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of
Ellm. M. Kalal
Paul Stock

JANDRIC, INC.
By Earl J. Jandric
Its J. H. Hillenthaus President
Its Secretary

State of Minnesota,

County of Dakota } ss.

On this 30th day of January, 1970, before me,
Notary Public Emil F. Jandric within and for said County, personally appeared
to me personally known, who, being each by me duly sworn J. H. Dielentheis
the President and the Secretary did say that they are respectively
foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation,
of Directors and that said instrument was signed and sealed in behalf of said corporation by authority of its Board
of J. H. Dielentheis and said Emil F. Jandric and
corporation. J. H. Dielentheis acknowledged said instrument to be the free act and deed of said

Carl A. H. Stuck
Notary Public Dakota County, Minn.
My commission expires Sept 18, 1976

CARL A. H. STUCK,
Notary Public, Dakota County, Minn.
My Commission Expires Sept. 18, 1976



*Carl A. H. Stuck, Notary Public
Dakota County, Minn.
44 S. Lincoln St. Grand Rapids
Minn. 55075*

Send Tax Statements to:
City of Inver Grove Heights
8650 Courthouse Boulevard
Inver Grove Heights, Minn. 55075
Exempt from Taxation.

North Valley Park

0174798

Tax statements for the real
property described in this
instrument should be sent to:

Name: The City of Inver Grove Heights
c/o Loretta Garrity, Deputy Clerk
Address: City Hall
Inver Grove Heights, Minnesota

992374

OFFICE OF THE COUNTY
RECORDER—DAKOTA COUNTY, MN.

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

Jun 1 2 33 PM '91

DOC. NO 992374
JAMES N. DOLAN, COUNTY RECORDER
DEPUTY JA FEE 10.00
CASH CHECK CHARGE
CHARGE WHOM _____
REFUND _____

DO NOT REMOVE

City of Inver
Grove Heights

02

STATE OF MINNESOTA
DEPARTMENT OF REVENUE
CONVEYANCE OF FORFEITED LANDS

THIS INDENTURE, made this 8th day of February, 1991, between the State of Minnesota, as party of the first part, and the City of Inver Grove Heights, a Governmental Subdivision, as party of the second part, WITNESSETH:

WHEREAS, the land hereinafter described was duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes, and,

WHEREAS, pursuant to Minnesota Statutes Section 282.01, Subdivision 1a, the party of the second part has applied to the Commissioner of Revenue for the conveyance of lands hereinafter described to be used by it exclusively for parkland, playground and recreational purposes, and,

WHEREAS, unless not required under Minnesota Statutes Section 282.01, Subdivision 1b(b), the Board of County Commissioners of the County of Dakota, State of Minnesota, has recommended to the Commissioner of Revenue by resolution adopted on the 29th day of January, 1991, that such conveyance be made,

NOW, THEREFORE, the State of Minnesota, pursuant to said laws and in consideration of the premises, does hereby grant or convey unto the party of the second part, all the tracts or parcels of land lying and being in the County of Dakota, State of Minnesota, described as follows, to-wit:

That part of the South 654.70 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) of Section Three (3), Township Twenty-seven (27) North, Range Twenty-two (22) West, Dakota County, Minnesota, lying West of County State Aid Highway No. 75 (Cahill Avenue) and lying East of a line 208.00 feet West of, parallel with and measured at right angles to said centerline of County State Aid Highway No. 75. EXCEPTING THEREFROM:

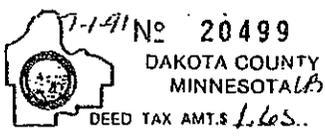
That part of the South 654.70 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) of Section Three (3), Township Twenty-seven (27) North, Range Twenty-two (22) West, Dakota County, Minnesota, lying West of County State Aid Highway No. 75 (Cahill Avenue) and lying East of a line 208.00 feet West of, parallel with and measured at right angles to said centerline, which lies East and South of the following described line:

Commencing at the Southwest corner of said Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4); thence on an assumed bearing of North 00 degrees 02 minutes 36 seconds East 654.79 feet along the West line of said Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) to the Northwest corner of said South 654.70 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4); thence South 88 degrees 59 minutes 52 seconds East 191.53 feet along the North line of said South 654.70 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) to the point of beginning of the line to be described; thence South 22 degrees 18 minutes 54 seconds East 207.68 feet; thence Southerly 163.40 feet along a tangential curve, concave to the East, having a central angle of 4 degrees 43 minutes 00 seconds and a radius of 1984.86 feet; thence South 27 degrees 01 minute 54 seconds East, tangent to said curve, 244.44 feet to the North line of the South 101 feet of said Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4); thence North 88 degrees 59 minutes 52 seconds West 150.68 feet, more or less, along the North line of said South 101 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) to the West line of the above described parcel and there terminating.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part so long as it shall continue to use said land for the purpose aforesaid, and upon condition that if such use shall cease said land shall revert to the party of the first part as provided by law.

CURRENT 1991 TAXES PAID ON
THIS 15th DAY OF July 1991
Thomas J. Novak
COUNTY TREASURER, DAKOTA CO.
on PID # 20-0030-05-1-33
LKenya Property

COUNTY CONSERVATION FEE \$5.00
Thomas J. Novak
DAKOTA COUNTY TREASURER UB



IN TESTIMONY WHEREOF, the State of Minnesota, party of the first part, has caused this deed to be executed in its name in the City of St. Paul, Ramsey County, Minnesota, the day and year first above written.

In presence of:

Diane L. Rogge
Marjorie Sweeney

STATE OF MINNESOTA
DOROTHY A. McCLUNG
Commissioner of Revenue

By: Michael P. Wandmacher

STATE OF MINNESOTA)
) ss.
County of Ramsey)

On this 8th day of February, 1991, before me personally appeared MICHAEL P. WANDMACHER, the duly appointed representative of the Commissioner of Revenue of the State of Minnesota, to me known to be the person who executed the foregoing conveyance in behalf of the State of Minnesota, and acknowledged that he executed the same as the free act and deed of said state pursuant to the statutes in such case made and provided.

Diane L. Rogge



This Instrument was Drafted by
The Commissioner of Revenue
State of Minnesota
Department of Revenue
St. Paul, Minnesota 55145

North Valley Park

0174798

Tax statements for the real
property described in this
instrument should be sent to:

Name: The City of Inver Grove Heights
c/o Loretta Garrity, Deputy Clerk
Address: City Hall
Inver Grove Heights, Minnesota

992374

OFFICE OF THE COUNTY
RECORDER—DAKOTA COUNTY, MN.

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

Jun 1 2 31 PM '91

DOC. NO 992374
JAMES N. DOLAN, COUNTY RECORDER
DEPUTY RDH FEE 10.00
CASH CHECK CHARGE
CHARGE WHOM _____
REFUND _____

DO NOT REMOVE

City of Inver
Grove Heights

02

STATE OF MINNESOTA
DEPARTMENT OF REVENUE
CONVEYANCE OF FORFEITED LANDS

THIS INDENTURE, made this 8th day of February, 1991, between the State of Minnesota, as party of the first part, and the City of Inver Grove Heights, a Governmental Subdivision, as party of the second part, WITNESSETH:

WHEREAS, the land hereinafter described was duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes, and,

WHEREAS, pursuant to Minnesota Statutes Section 282.01, Subdivision 1a, the party of the second part has applied to the Commissioner of Revenue for the conveyance of lands hereinafter described to be used by it exclusively for parkland, playground and recreational purposes, and,

WHEREAS, unless not required under Minnesota Statutes Section 282.01, Subdivision 1b(b), the Board of County Commissioners of the County of Dakota, State of Minnesota, has recommended to the Commissioner of Revenue by resolution adopted on the 29th day of January, 1991, that such conveyance be made,

NOW, THEREFORE, the State of Minnesota, pursuant to said laws and in consideration of the premises, does hereby grant or convey unto the party of the second part, all the tracts or parcels of land lying and being in the County of Dakota, State of Minnesota, described as follows, to-wit:

That part of the South 654.70 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) of Section Three (3), Township Twenty-seven (27) North, Range Twenty-two (22) West, Dakota County, Minnesota, lying West of County State Aid Highway No. 75 (Cahill Avenue) and lying East of a line 208.00 feet West of, parallel with and measured at right angles to said centerline of County State Aid Highway No. 75. EXCEPTING THEREFROM:

That part of the South 654.70 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) of Section Three (3), Township Twenty-seven (27) North, Range Twenty-two (22) West, Dakota County, Minnesota, lying West of County State Aid Highway No. 75 (Cahill Avenue) and lying East of a line 208.00 feet West of, parallel with and measured at right angles to said centerline, which lies East and South of the following described line:

Commencing at the Southwest corner of said Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4); thence on an assumed bearing of North 00 degrees 02 minutes 36 seconds East 654.79 feet along the West line of said Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) to the Northwest corner of said South 654.70 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4); thence South 88 degrees 59 minutes 52 seconds East 191.53 feet along the North line of said South 654.70 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) to the point of beginning of the line to be described; thence South 22 degrees 18 minutes 54 seconds East 207.68 feet; thence Southerly 163.40 feet along a tangential curve, concave to the East, having a central angle of 4 degrees 43 minutes 00 seconds and a radius of 1984.86 feet; thence South 27 degrees 01 minute 54 seconds East, tangent to said curve, 244.44 feet to the North line of the South 101 feet of said Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4); thence North 88 degrees 59 minutes 52 seconds West 150.68 feet, more or less, along the North line of said South 101 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) to the West line of the above described parcel and there terminating.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said party of the second part so long as it shall continue to use said land for the purpose aforesaid, and upon condition that if such use shall cease said land shall revert to the party of the first part as provided by law.

CURRENT 1991 TAXES PAID ON
THIS 15th DAY OF July 1991

Thomas V. Novak
COUNTY TREASURER, DAKOTA CO.

on PID # 20-00300-05-153
ekemist property

COUNTY CONSERVATION FEE \$5.00

Thomas V. Novak
DAKOTA COUNTY TREASURER UB



7-191 No 20499
DAKOTA COUNTY
MINNESOTA
DEED TAX AMT. \$ 1.65

North Valley Park

906251

No. 0172195

STATE DEED

Under Minnesota Statutes,
Section 242.01, Subdivision 1.

STATE OF MINNESOTA
TO

IMPORTANT

NOTICE TO BOTH AUDITOR AND
PURCHASER: Check this deed carefully
for errors before recording. Corrections
should be made before that time.

Tax statements for the real property described
in this instrument should be sent to:

Name: The City of Inver Grove Heights
c/o Loretta Garrity, Deputy Clerk
Address: City Hall
Inver Grove Heights, Minnesota

OFFICE OF THE COUNTY
RECORDER—DAKOTA COUNTY MN

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

SEP 73 11 NO AM '09

906251

DOC NO
JAMES N. DOGAN, COUNTY RECORDER
DEPUTY *DA* FEE 10.00

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

DO NOT REMOVE

No Delinquent Taxes and Transfer Entered

This *5th* Day of *Sept* 19 *09*
James N. Dogan
County Auditor, Dakota Co.

City of Inver Grove Heights

STATE OF MINNESOTA
DEPARTMENT OF REVENUE

CONVEYANCE OF FORFEITED LANDS
Issued Pursuant to Minnesota Statutes, Section 282.01, Subdivision 1.

THIS INDENTURE, made this 25th day of August, 19 89, between the State of Minnesota, as party of the first part, and The City of Inver Grove Heights, a Governmental Subdivision, as party of the second part, WITNESSETH:

WHEREAS, the land hereinafter described was duly forfeited to the State of Minnesota for the nonpayment of taxes, and

WHEREAS, pursuant to Minnesota Statutes Section 282.01, Subdivision 1, the party of the second part has applied to the Commissioner of Revenue for the conveyance of lands hereinafter described to be used by it exclusively, for parkland, playground and recreational purposes,

WHEREAS, the Board of County Commissioners of the County of Dakota, State of Minnesota, has recommended to the Commissioner of Revenue by resolution adopted on the 8th day of August, 19 89, that such conveyance be made,

NOW, THEREFORE, The State of Minnesota, pursuant to said laws and in consideration of the premises, does hereby grant, bargain, sell and convey unto the party of the second part, forever, all the tracts or parcels of land lying and being in the County of Dakota, State of Minnesota, described as follows, to wit:

Tax Parcel Number 26-00400-018-75 R 1/2 of SE 1/4 of Section 5, Township 27, Range 22, except Valley View Addition & except W 1/8, 3/4 E & except S 4 1/4 E of R 26, 8 E and except part platted as Valley Berghes Addition,

COUNTY

COUNTY CONSERVATION FEE \$5.

DAKOTA COUNTY TREASURER

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said party of the second part so long as it shall continue to use said land for the purpose aforesaid, and upon condition that if such use shall cease said land shall revert to the party of the first part as provided by law.

IN TESTIMONY WHEREOF, the State of Minnesota, party of the first part, has caused this deed to be executed in its name in the City of St. Paul, County of Ramsey and State of Minnesota, the day and year first above written.

In Presence of

Diane Rogge
Patricia Zentzis

STATE OF MINNESOTA
JOHN P. JAMES
Commissioner of Revenue

By: *John P. James*

STATE OF MINNESOTA

County of Ramsey

On this 25th day of August, 19 89, before me personally appeared MICHAEL P. MANDPACHER, the duly appointed representative of the Commissioner of Revenue of the State of Minnesota, to me known to be the person who executed the foregoing conveyance in behalf of the State of Minnesota and acknowledged that he executed the same as the free act and deed of said state pursuant to the statutes in such case made and provided.

PATRICIA ZENTZIS
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Aug. 13, 1995

No. 2950
WARRANTY DEED
of Individuals

North Valley Park

Office of Register of Deeds,
State of Minnesota,

County of DAKOTA
I hereby certify that the within Deed
was filed in this office for record on the
day of January
1924, at 2:00 o'clock P.M.,
and was duly recorded in Book
of DAKOTA COUNTY RECORDS

JAMES J. FOUTCHIS
Register of Deeds.

By *[Signature]* Deputy

Taxes for the year 19... on the lands
described within, paid this
day of... 19...

County Treasurer.

By *[Signature]* Deputy.

Taxes and Transfer entered this
day of...
19...

Carl A. Truck
County Auditor.

By *[Signature]* Deputy.

Walter Gellan Miller
[Signature]

VILLAGE OF INVER
of the County of Dakota
of the second part.

Witnesseth, That the
One (\$1.00) Dollar and
no part in hand paid by the said per
son here by Grant, Bargain, Sell,
lease and assigns, Forever, all i

The West 6 acres of the
Part of the south 1/2 of
Range 22 West as follow
Section 4. Thence north
feet, thence deflecting
244.67 feet; thence def
for 326 feet; thence de
for 1400.76 feet; thence
seconds for 1323.14 fee
thence east along the s
more or less to point o
part of County State Ai

Except the following de
highway between Section
the corner where Section
northwesterly direction
in the center of said h
in the center of said h
4 & 9; thence east on s
that certain track of l
which lies south of said

To Have and to Hold the S
belonging, or in anywise experie
assigns, Forever. And the said

party of the first part, for itself a
part, its heirs and assigns
has good right to sell and convey
from all insurances

due on

And the above bargained and given
said part... of the second part,
to claim the whole or any part the
party of the first part with Warrant



In Presence of
[Signature]

THE JANDRIG TRACT, located in the County of Dakota and State of Minnesota

JANDRIG, INC.

A corporation under the laws of the State of Minnesota, party of the first part, and THE VILLAGE OF RIVER GROVE HEIGHTS, A MUNICIPAL CORPORATION of the County of Dakota and State of Minnesota, party of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration—DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its heirs and assigns, Forever, all the tract or parcel of land lying and being in the County of Dakota and State of Minnesota, described as follows, to-wit:

The West 6 acres of the following described property:

Part of the south 1/2 of the southeast 1/4 of Section 4, Township 27 North, Range 22 West as follows: Commencing at the southeast corner of said Section 4. Thence north along the east line of said Section 4, 994.79 feet, thence deflecting to the left 89° 36 minutes, 03 seconds for 244.67 feet; thence deflecting to the right 89° 18 minutes, 17 seconds for 326 feet; thence deflecting to the left 89° 53 minutes, 23 seconds for 1400.76 feet; thence deflecting to the left 89° 19 minutes, 23 seconds for 1323.14 feet, more or less to the south line of said Section 4 thence east along the south line of said Section 4, for 553.66 feet more or less to point of beginning, containing 47.49 acres except that part of County State Aid Highway 26 or 70th Street; and

Except the following described parcel: Commencing at a point in the public highway between Section 4 and 9, Township 27 N, Range 22 W, 36 rods west of the corner where Section 3, 4, 9 and 10 intersect running thence in a northwesterly direction in the center of said highway 33 rods; thence west in the center of said highway 6 rods; thence in a southwesterly direction in the center of said highway 24 rods to said section line between Section 4 & 9; thence east on said section line to place of beginning. Being that certain track of land situated in the southeast 1/4 of said Section 4 which lies south of said highway containing 4 acres more or less.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its heirs and assigns, Forever. And the said JANDRIG, INC.

party of the first part, for itself and its successors, does covenant with the said party of the second part, its heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

STATE OF Minnesota DEPT. OF TAXATION
DEED STAMP DEC 30 1970 2.02.20
due on this instrument is \$ 2.00

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.



In Presence of
John M. Carter
Arthur M. Phillips

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

JANDRIG, INC.
By Emil J Jandrig
Its C. H. Jellentheil President
Its Secretary

State of Minnesota

County of Dakota

On this 24th day of October

Notary Public

Wm. F. Jandri

Richard

and

J. H. Dielentheis

to me personally known, who, being each by me duly sworn, they are respectively the President and the Secretary

of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by members of its Board of Directors and said

Directors

and said *Richard* and *J. H. Dielentheis*

acknowledged said instrument to be the free and voluntary act of said corporation.

Audrey M. St. Peter

AUDREY M. ST. PETER

Notary Public

Notary Public, Dakota County, Minn.

My Commission Expires March 11, 1915

My commission expires

This instrument was drafted by

John I. Todd of

TRUST, FORD, ANDERSON & COLLINS

Notary Public

Notary Public, Dakota County, Minn. #075

*442 Howard Bank Bldg
Notary Public 55075*

North Valley Park

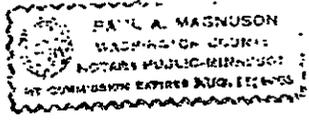
State of Minnesota,

County of Dakota

On this 15th day of June, 1914, before me, a Notary Public within and for said County, personally appeared Paul A. Magnuson and LeVander, Gillen, Miller & Magnuson and to me personally known, who, being each by me duly sworn, did say that they are respectively the President and the Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Paul A. Magnuson and LeVander, Gillen, Miller & Magnuson acknowledged said instrument to be the free act and deed of said corporation.

THIS INSTRUMENT WAS DRAFTED BY
LeVander, Gillen, Miller &
Magnuson (Name)
402 Drivers Bank (Address)
Bldg.
South St. Paul, MN 55075

Paul A. Magnuson
Notary Public _____ County, Minn.
My commission expires _____, 1915



Minnesota Form No. 2
Doc. No. 1034374
WARRANTY DEED
Corporation to Corporation

OFFICE OF THE COUNTY
RECORDER-DAKOTA COUNTY, MN.

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

MAR 24 4 16 PM '92

1034374

DOC. NO. 1034374
JAMES N. DOLAN, COUNTY RECORDER

DEPUTY J. J. K. [unclear] FEE 1.50

CASH CHECK CHARGE BY
CHARGE WHOM Paul A. Magnuson

REFUND _____

DO NOT REMOVE

Taxes paid and Transfer entered this
_____ day of _____, 1914

By Paul A. Magnuson
County Auditor.
Deputy.

The statements for the real property
described in this instrument should be
sent to:

City of Inver Grove Heights,
8650 Courthouse Blvd.

Inver Grove Heights, MN 55075
LeVander, Gillen, Miller & Magnuson
412 Winmere Bldg.
633 So. Concord St.
St. Paul, Minnesota 55075

APR 14/14

1034374

This Indenture, Made this 1st day of April, 1980,
between Jandric, Inc.

a corporation under the laws of the State of Minnesota, party of the first part, and
City of Inver Grove Heights
municipal
a corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Dollar
(1.00) and other good and valuable consideration - - - BOEKKERS,
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does
hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns.
Forever, all the tract or parcel of land lying and being in the County of Dakota
and State of Minnesota, described as follows, to-wit:

Part of the south 1/2 of the southeast 1/4 of Section 4, Township 27 North,
Range 22 West as follows: Commencing at the southeast corner of said
Section 4. Thence north along the east line of said Section 4, 994.79
feet, thence deflecting to the left 89°, 36 minutes, 03 seconds for
244.67 feet; thence deflecting to the right 89°, 18 minutes, 17
seconds for 326 feet; thence deflecting to the left 89°, 53 minutes,
23 seconds for 1400.76 feet; thence deflecting to the left 89°, 19
minutes, 23 seconds for 1323.14 feet, more or less to the south line
of said Section 4; thence east along the south line of said Section 4,
for 1653.66 feet more or less to point of beginning, containing 47.49
acres except that part of County State Aid Highway 26 or 70th Street;
except the west 6 acres of the previously described land.

Except the following described parcel: Commencing at a point in the
public highway between Section 4 and 9, Township 27 N, Range 22 W,
36 rods west of the corner where Section 3, 4, 9 and 10 intersect
running thence in a northwesterly direction in the center of said
highway 33 rods; thence west in the center of said highway 6 rods;
thence in a southwesterly direction in the center of said highway 24
rods to said section line between Section 4 & 9; thence east on said
section line to place of beginning. Being that certain tract of land
situated in the southeast 1/4 of said Section 4 which lies south of said
highway containing 4 acres more or less.

Also that part of the southwest 1/4 of the southwest 1/4 of Section 3,
Township 27 N, Range 22 W, described as follows: Commencing on the
southwest corner of said Section 3, thence north along the west line
of said Section 3 for 42.87 feet to the north right-of-way line of
County State Aid Highway 26 or 70th Street to point of beginning;
thence north along said west line 611.92 feet; thence deflecting to
the right 90°, 51 minutes, for 45.83 feet to a point which is 208'
westerly of the center line of County State Aid Highway 75 or Cahill
Avenue; thence southeasterly on a line which is parallel to and 208.0'
westerly measured on a line which is perpendicular to the center line
of said Cahill Avenue 630.40 feet more or less to the north right-of-way
line of County State Aid Highway 26 or 70th Street; thence westerly
along the north right-of-way line of County State Aid Highway 26 for
287.23 feet more or less to point of beginning. Containing 2.27 acres.

PT. 515.1. A
4-27-80



In Testimony Whereof, The said first party has caused these
presents to be executed in its corporate name by its
President and its _____ and its corporate seal to
be hereunto affixed the day and year first above written.

JANDRIC, INC.

By Eric Jandric, Pres.
Its _____ President

In Presence of

Exempt from Dakota County Tax
Adrian Novak
Dakota County Treasurer

COUNTY CONSERVATION FILE # 89
Adrian Novak
DAKOTA COUNTY TREASURER

EXEMPT FROM STATE DEED TAX

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said Jandric, Inc.

party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.



In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its and its corporate seal to be hereunto affixed. The day and year first above written.

In Presence of

JANDRIC, INC.

By Emil Jandric Pres.
Its _____ President

Exempt from Dakota County Deed Tax

Shast. Nov 11/11
Dakota County Treasurer

C. J. Hines
COUNTY CONSERVATION FEE \$5.00

Thomas A. ...
DAKOTA COUNTY TREASURER

Salem Hills Park

Form No. 1 - WARRANTY DEED

Minnesota Uniform Conveyancing Blanks (1978)

OFFICE OF THE COUNTY RECORDER - DAKOTA COUNTY, MINN.

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required
Certificate of Real Estate Value No. 727597, 19 86

727597

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

MAY 29 10 05 AM '86

by Thomas M. Nash County Auditor
W. J. ... Deputy

DOC. NO. 727597
JAMES N. DOLAN
COUNTY RECORDER
BY: [Signature]
DEPUTY
FEE
CASH
CHECK
CHARGE
CHARGE WHOM
REFUND

STATE DEED TAX DUE HEREON: \$
Date: January 15, 19 86

FOR VALUABLE CONSIDERATION, Independent School District No. 199, a municipal corporation under the laws of Minnesota, Grantor, hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, Grantee, a Dakota County, Minnesota, described as follows:

The real property described on the attached Exhibit A, which exhibit is hereby incorporated by reference.

Exempt from state deed tax.

(If more space is needed, continue on back)
together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:
Subject to easements, restrictions and reservations of record, if any.

Exempt from Dakota County Deed Tax
After Deed Tax Stamp Here
Thomas V. Novak by [Signature]
Dakota County Treasurer

INDEPENDENT SCHOOL DISTRICT No. 199
By [Signature]
Mr. Paul H. Anderson, its Chairman
By [Signature]
Mr. Robert F. Teichert, its Clerk

STATE OF MINNESOTA
COUNTY OF DAKOTA } ss.

The foregoing was acknowledged before me this 15th day of January, 19 86, by Paul H. Anderson and Robert F. Teichert, the Chairman and Clerk of Independent School District No. 199, a municipal corporation under the laws of Minnesota, on behalf of the Independent School District No. 199

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

W. D. EKIUND
NOTARY PUBLIC - MINNESOTA
DAKOTA COUNTY
My commission expires May 23, 1991

[Signature]
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
Timothy J. Kuntz
LeVander, Gillen, Miller,
Anderson & Kuntz
402 Drovers Bank Building
P. O. Box 298
South St. Paul, MN 55075
Telephone: (612) 451-1831

City of Inver Grove Heights
Attention: City Clerk
8150 Barbara Avenue
Inver Grove Heights, MN 55075

After recording, return this instrument to:
Timothy J. Kuntz
P.O. Box 298
South St Paul, MN 55075

OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINN.

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

MAY 27 10 05 AM '86

NO. 727597

MES N. DOLAN COUNTY RECORDER

DEPUTY

H

CK

ARGE

ARGE WHOM

UND

No. 199

tion under the laws of

, Grantee, a

, real property in

vs:

: A, which

deed tax.

Following exceptions:
Record, if any.

DISTRICT No. 199

[Signature]
erson, its Chairman

[Signature]
ichert, its Clerk

ary, 19 86
eichert

ipal corporation
nt School District No.
199

ING ACKNOWLEDGMENT
described in this instrument should
(Grantee):

That part of the Southeast Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota lying southerly of Upper 55th Street (formerly Salem Church Road) and described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence East, assumed bearing, along the south line of said Southeast Quarter a distance of 618.75 feet; thence North 0 degrees 03 minutes 24 seconds West, parallel with the west line of said Southeast Quarter, a distance of 1030.00 feet to the point of beginning of the land to be described; thence East 288.92 feet; thence North 0 degrees 03 minutes 24 seconds West 135.63 feet; thence East 314.96 feet to the southwest corner of Steenberg Place according to the plat on file in the Office of the Dakota County Recorder; thence North 6 degrees 07 minutes 00 seconds East, along the westerly line of said plat, a distance of 380.00 feet to the northwest corner thereof; thence North 87 degrees 00 minutes 00 seconds West 100.00 feet; thence North 6 degrees 12 minutes 50 seconds East 200.97 feet; thence North 87 degrees 00 minutes 00 seconds West 30.06 feet; thence South 80 degrees 13 minutes 55 seconds West 140.00 feet; thence North 0 degrees 03 minutes 24 seconds West, parallel with the west line of said Southeast Quarter, a distance of 315.86 feet to the centerline of Upper 55th Street (formerly Salem Church Road); thence North 75 degrees 24 minutes 18 seconds West, along said centerline, a distance of 148.02 feet to the intersection with a line 874.37 feet east of and parallel with the west line of said Southeast Quarter and the northeast corner of Stehr Addition according to the plat on file in the Office of the Dakota County Recorder; thence South 0 degrees 03 minutes 24 seconds East along said parallel line 774.49 feet to a point 1305.00 feet north of the south line of said Southeast Quarter; thence West 255.62 feet; thence South 0 degrees 03 minutes 24 seconds East, parallel with the west line of said Southeast Quarter, a distance of 275.00 feet to the point of beginning. Contains 7.328 acres more or less.

Subject to an easement over the most northerly 33.00 feet thereof for Upper 55th Street (formerly Salem Church Road). Contains 0.112 acres more or less.

[Redacted]

EXHIBIT A

Salem Hills Park

Minnesota Form No. 2.

Doc. No. 407867

WARRANTY DEED

Corporation to Corporation

TO

Office of Register of Deeds,
State of Minnesota,

DAKOTA

County of

I hereby certify that the within Deed
was filed in this office, for record on the
15th day of November,
1972, at 1:00 o'clock P. M.,
and was duly recorded in Book
of Deeds, page SAKOTA COUNTY RECORDS

JAMES J. FOUTCHIS

Register of Deeds.

By *abk* Deputy.

Taxes for the year 19 on the lands
described within, paid this
day of, 19

County Treasurer.

By Deputy.

1st
pd
100

Taxes paid and Transfer entered this
15 day of November,
1972

Carl D. Ousehart

County Auditor.

By *R. Johnson* Deputy.

Le Vander, Gillen, Miller
& Magnusson

Recording Fee \$2.00

Ho Chy

This Indenture, Made this _____ day of _____, 19__
between Independent School District No. 199, a Municipal Corporation

incorporated under the laws of the State of Minnesota, party of the first part, and
Village of Inver Grove Heights, a Municipal Corporation,

incorporated under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One (\$1.00)
Dollar and other good and valuable consideration

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does
hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns,
Forever, all the tract or parcel of land lying and being in the County of Dakota
and State of Minnesota, described as follows, to-wit:

Part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-two (32), Township
Twenty-eight (28), Range Twenty-two (22), described as follows:
Beginning at a point 618.75 feet East and 1475.4 feet North of the
Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-two
(32), Township Twenty-eight (28) North, Range Twenty-two (22) West,
thence East 255.62 feet, thence South 170.41 feet, thence West 255.62
feet, thence North 170.41 feet to the point of beginning according to
the Government survey thereof on file and of record in the office of
the Register of Deeds in and for said County and State, containing one
(1) acre more or less.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances therunto
belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, For-
ever. And the said Independent School District No. 199

party of the first part, for itself and its successors, does covenant with the said party of the second part,
its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good
right to sell and convey the same in manner and form aforesaid, and that the same are free from all
incumbrances

Exempt from State Deed Tax.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the
said party of the second part, its successors and assigns, against all persons lawfully claiming or to
claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said
party of the first part will Warrant and Defend.



In Testimony Whereof, The said first party has caused these
presents to be executed in its corporate name by its Chairman
Resident and its Secretary and its corporate seal to
be hereunto affixed the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 199

In Presence of
[Handwritten signatures]

By *[Signature]*
Its Chairman Resident
[Signature]
Its Secretary



State of Minnesota,

County of DAKOTA

ss.

On this 26th day of September, 1912, before me, a Notary Public within and for said County, personally appeared John R. Crane and Mary C. Turner

to me personally known, who, being each by me duly sworn did say that they are respectively the Chairman and the Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Education and said Chairman and Secretary acknowledged said instrument to be the free act and deed of said corporation.

[Handwritten signature]

Notary Public DAKOTA County, Minn.

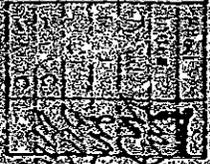
My commission expires [Handwritten name] Notary Public, Dakota County, Minn. Expires March 10, 1914



This instrument was drafted by: LeVander, Gillen, Miller & Magnuson By [Signature] 200 Drivers Bank Building South St. Paul, Minnesota 55075

LABY

Salmon Hills Park



OFFICE OF THE SECRETARY OF STATE
SALMON HILLS PARK
SALMON HILLS PARK

1959 JUN 3 11 PM '59

OFFICE OF THE SECRETARY OF STATE
SALMON HILLS PARK
SALMON HILLS PARK

STATE OF OREGON
SALMON HILLS PARK
SALMON HILLS PARK

Salmon Hills Park
Salmon Hills Park
Salmon Hills Park

2-10-59

EXHIBIT A

That part of the following described property:

That part of the W 1/2 SE 1/4, Section 32, T28N, R22W, Dakota County, Minnesota, described as follows:

Beginning at the southwest corner of the SE 1/4 of said Section 32, said point marked by a Dakota County cast iron monument, said monument designated as Judicial Landmark; thence N 0°11'12" E, (assumed bearing) along the west line of said SE 1/4 a distance of 2484.83 feet to a Judicial Landmark; thence S 89°44'20" E, 165.00 feet to a Judicial Landmark; thence N 0°11'12" E, 165.00 feet to a Judicial Landmark; thence S 89°44'20" E, 35.00 feet to a Judicial Landmark; thence S 89°44'20" E, 418.75 feet; thence S 0°11'12" W, 190.59 feet to a Judicial Landmark; thence S 0°11'12" W, 2459.09 feet to a Judicial Landmark; thence N 89°45'09" W, 618.75 feet to the point of beginning,

which lies north of the south 1030.00 feet thereof and lies southwesterly of the following described line (said line being the centerline of County Road Number 18):

Commencing at the southwest corner of the Southeast Quarter of said Section 32; thence N 0°11'12" E, (assumed bearing) along the west line of said Southeast Quarter a distance of 2646.71 feet to the point of beginning of the line to be described; thence S 73°28'16" E, a distance of 56.52 feet; thence southeasterly a distance of 314.24 feet along a tangential curve concave to the southwest having a radius of 580.79 feet and a central angle of 31°00'00", thence southeasterly, tangent to said curve, a distance of 238.99 feet; thence southeasterly a distance of 300.00 feet along a tangential curve concave to the northeast having a radius of 669.82 feet, and said line there terminating.

Provided, however, that for twenty (20) years from the date hereof the property shall be used only for one or more of the following uses or combination of uses:

a.) public park use or public playground use or public recreational use or for use as a public athletic facility, including, but not limited to, use for park shelter buildings, picnic areas, ball fields, tennis courts, basketball courts, volleyball courts, bocce ball courts, hard surfaced courts, playgrounds, pedestrian trails, exercise trails, nature interpretive trails, horseshoe pits, skating rinks, hockey rinks, swimming pools and parking lots therefor; or

b.) public library use, including, but not limited to, library buildings and parking lots therefor; or

c.) public educational facilities.

Nothing contained herein shall prevent or prohibit grantee or its assigns from constructing, reconstructing, inspecting, repairing and maintaining the following:

1.) public roads and streets;

2.) utilities, including, but not limited to, water mains, water trunk lines, water service lines, sanitary sewer mains, sanitary sewer trunk lines, sanitary sewer service lines, storm sewers, telephone lines, natural gas lines, electric lines and cable television lines;

on, below, over, under and across the above-identified property, or granting easements therefor.

If, for twenty (20) years from the date hereof, the above-identified property is not used for one or more of the uses or combination of uses described above, then the property shall revert to grantors or their heirs and assigns.



Dakota County Treasurer-Auditor
 1590 Highway 55
 Hastings MN 55033
 651-438-4576 Fax 651-438-4399
 www.dakotacounty.us

Taxpayer copy
 Save this copy for future reference.
 2010 Property Tax Statement

PROPERTY ID: 20-36505-010-02

Tax Description: INVER GROVE HEIGHTS CIVIC
 CENTER
 12

TAXPAYER: CITY OF INVER GROVE HTS
 8150 BARBARA AVE
 INVER GROVE HEIGHTS MN 55077-3412

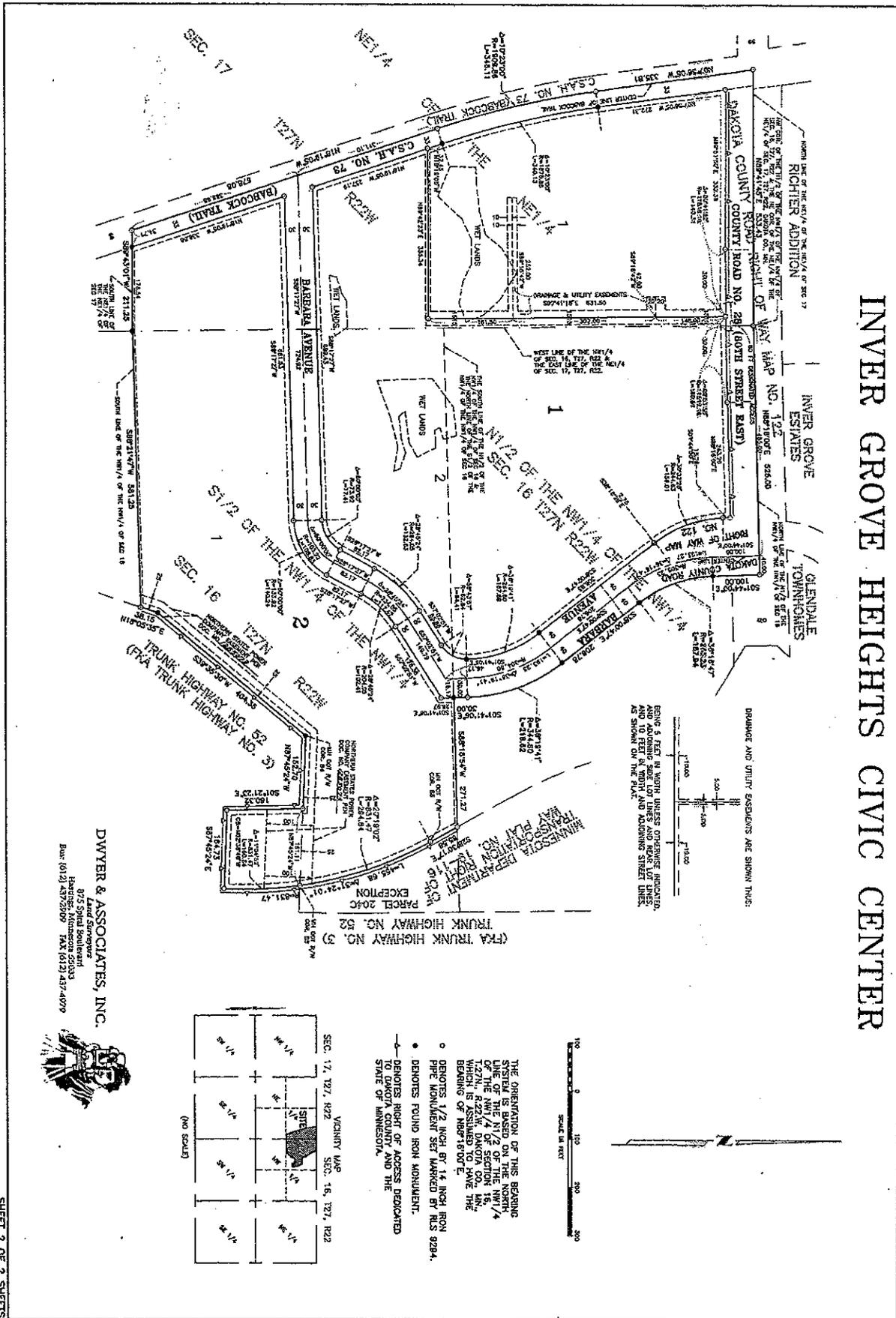
	Payable 2009	Payable 2010
Improvements Excluded:		
New Improvements:		
Estimated Market Value:	00	00
Taxable Market Value:	00	00
Property Class:	EXEMPT	EXEMPT

1.	Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	\$0.00
2.	Use this amount for the special property tax refund on schedule 1 on Form M1PR.		\$0.00
Property Tax and Credits			
3.	Property taxes before credits	\$0.00	\$0.00
4.	Credits that reduce property taxes		
	A. Homestead and Agricultural Market Value Credits	\$0.00	\$0.00
	B. Other Credits	\$0.00	\$0.00
5.	Property taxes after credits	\$0.00	\$0.00
Property Tax by Jurisdiction			
6.	County: A. Dakota County Levy	\$0.00	\$0.00
	B. Regional Transit Rail	\$0.00	\$0.00
7.	City or Town: INVER GROVE HEIGHTS	\$0.00	\$0.00
8.	State General Tax	\$0.00	\$0.00
9.	School District: 199 A. Voter Approved Levies	\$0.00	\$0.00
	B. Other Local Levies	\$0.00	\$0.00
10.	Special Taxing Districts		
	A. Metropolitan Special Taxing Districts	\$0.00	\$0.00
	B. Other Special Taxing Districts	\$0.00	\$0.00
	C. Tax Increment	\$0.00	\$0.00
	D. Fiscal Disparity	\$0.00	\$0.00
11.	Non-school voter approved referenda levies	\$0.00	\$0.00
12.	Total property tax before special assessments	\$0.00	\$0.00
13.	Special Assessments	(Total)	
		\$0.00	
	Principal:		\$0.00
	Interest:		\$0.00
14.	Your Total Property Tax and Special Assessments	\$0.00	\$0.00

Do not use this statement for tax payments. Use link below. First half tax: \$0.00
 View tax payment stub and payment information. Second half tax: \$0.00

INVER GROVE HEIGHTS CIVIC CENTER

COPY



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

 5 FEET IN WIDTH UNLESS OTHERWISE INDICATED
 AND ADJOINING SIDE LOT LINES AND REAR LOT LINES
 AND 10 FEET IN WIDTH AND ADJOINING STREET LINES
 AS SHOWN ON THE PLAN.

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 127N, RANGE 22E, WHICH IS ASSUMED TO HAVE THE BEARING OF N89°18'07"E.

○ DENOTES 1/2 INCH BY 1/4 INCH IRON PIPE MONUMENT SET MARKED BY RLS 9224.

● DENOTES FOUND IRON MONUMENT.

— DENOTES RIGHT OF ACCESS DEDICATED TO DAKOTA COUNTY AND THE STATE OF MINNESOTA.



DWYER & ASSOCIATES, INC.
 Land Surveyors
 875 Third Boulevard
 St. Paul, MN 55102
 Phone: (612) 437-5509 FAX: (612) 437-4079

DRAWING NUMBER	DRAWING NUMBER	DRAWING NUMBER	DRAWING NUMBER
----------------	----------------	----------------	----------------



Dakota County Treasurer-Auditor
 1590 Highway 55
 Hastings MN 55033
 651-438-4576 Fax 651-438-4399
 www.dakotacounty.us

Taxpayer copy
 Save this copy for future reference.
 2010 Property Tax Statement

PROPERTY ID: 20-36505-010-02

Tax Description: INVER GROVE HEIGHTS CIVIC
 CENTER
 12

TAXPAYER: CITY OF INVER GROVE HTS
 8150 BARBARA AVE
 INVER GROVE HEIGHTS MN 55077-3412

	Payable 2009	Payable 2010
Improvements Excluded:		
New Improvements:		
Estimated Market Value:	00	00
Taxable Market Value:	00	00
Property Class:	EXEMPT	EXEMPT

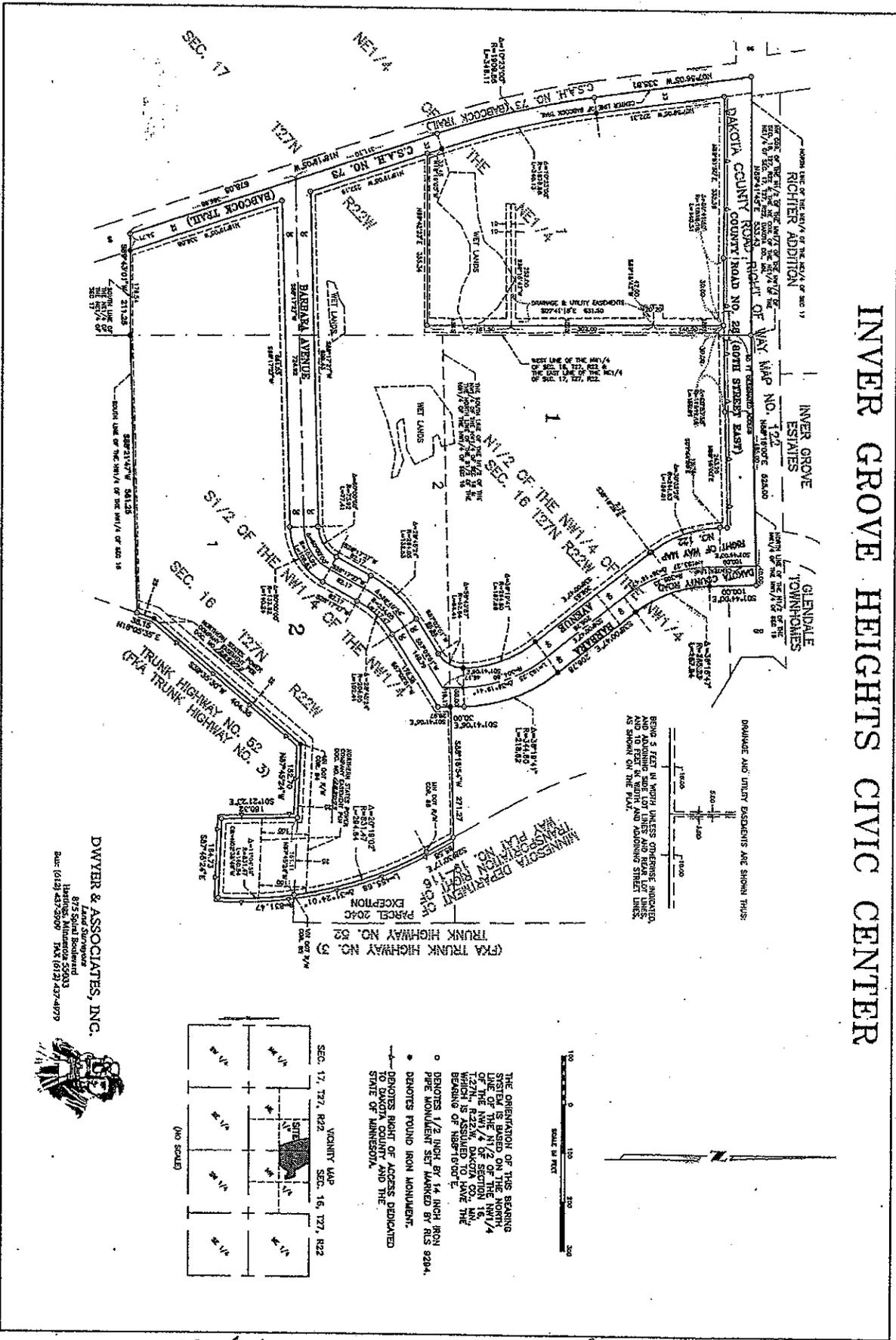
1.	Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	\$0.00
2.	Use this amount for the special property tax refund on schedule 1 on Form M1PR.	\$0.00	
Property Tax and Credits			
3.	Property taxes before credits	\$0.00	\$0.00
4.	Credits that reduce property taxes		
	A. Homestead and Agricultural Market Value Credits	\$0.00	\$0.00
	B. Other Credits	\$0.00	\$0.00
5.	Property taxes after credits	\$0.00	\$0.00
Property Tax by Jurisdiction			
6.	County: A. Dakota County Levy	\$0.00	\$0.00
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	A. Metropolitan Special Taxing Districts	\$0.00	\$0.00
	B. Other Special Taxing Districts	\$0.00	\$0.00
	C. Tax Increment	\$0.00	\$0.00
	D. Fiscal Disparity	\$0.00	\$0.00
11.	Non-school voter approved referenda levies	\$0.00	\$0.00
12.	Total property tax before special assessments	\$0.00	\$0.00
13.	Special Assessments	(Total)	
		\$0.00	
	Principal:		\$0.00
	Interest:		\$0.00
14.	Your Total Property Tax and Special Assessments	\$0.00	\$0.00

Do not use this statement for tax payments. Use link below.
 View tax payment stub and payment information.

First half tax: \$0.00
 Second half tax: \$0.00

INVER GROVE HEIGHTS CIVIC CENTER

COPY



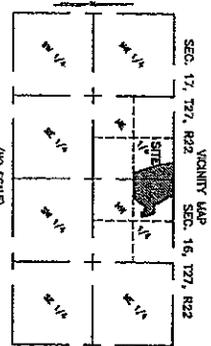
DWYER & ASSOCIATES, INC.
 Lead Surveyors
 8725 South Broadway
 Minneapolis, MN 55425
 Phone: (612) 437-2000 Fax: (612) 437-4879



SHEET 2 OF 2 SHEETS

THE ORIENTATION OF THE BEARING SYSTEM IS BASED ON THE MONUMENT LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 16, T127N, R16E, WHICH IS ASSUMED TO HAVE THE BEARING OF N88°15'00"E.

- DENOTES 1/2 INCH BY 1 1/2 INCH IRON PIPE MONUMENT SET PLANKED BY R/S 8204.
- DENOTES FOUND IRON MONUMENT.
- DENOTES RIGHT OF ACCESS DEDICATED TO DAKOTA COUNTY AND THE STATE OF MINNESOTA.



Property Tax Statement

City Hall - VMG Page 1 of 1



Dakota County Treasurer-Auditor
 1590 Highway 55
 Hastings MN 55033
 651-438-4576 Fax 651-438-4399
 www.dakotacounty.us

Taxpayer copy
 Save this copy for future reference.
 2010 Property Tax Statement

PROPERTY ID: 20-36505-010-02

Tax Description: INVER GROVE HEIGHTS CIVIC CENTER
 1 2

TAXPAYER: CITY OF INVER GROVE HTS 8150 BARBARA AVE INVER GROVE HEIGHTS MN 55077-3412	Improvements Excluded:	Payable 2009	Payable 2010
	New Improvements:		
	Estimated Market Value:	00	00
	Taxable Market Value:	00	00
	Property Class:	EXEMPT	EXEMPT

1.	Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	\$0.00
2.	Use this amount for the special property tax refund on schedule 1 on Form M1PR.	\$0.00	
Property Tax and Credits			
3.	Property taxes before credits	\$0.00	\$0.00
4.	Credits that reduce property taxes		
	A. Homestead and Agricultural Market Value Credits	\$0.00	\$0.00
	B. Other Credits	\$0.00	\$0.00
5.	Property taxes after credits	\$0.00	\$0.00
Property Tax by Jurisdiction			
6.	County: A. Dakota County Levy	\$0.00	\$0.00
	B. Regional Transit Rail	\$0.00	\$0.00
7.	City or Town: INVER GROVE HEIGHTS	\$0.00	\$0.00
8.	State General Tax	\$0.00	\$0.00
9.	School District: 199 A. Voter Approved Levies	\$0.00	\$0.00
	B. Other Local Levies	\$0.00	\$0.00
10.	Special Taxing Districts		
	A. Metropolitan Special Taxing Districts	\$0.00	\$0.00
	B. Other Special Taxing Districts	\$0.00	\$0.00
	C. Tax Increment	\$0.00	\$0.00
	D. Fiscal Disparity	\$0.00	\$0.00
11.	Non-school voter approved referenda levies	\$0.00	\$0.00
12.	Total property tax before special assessments	\$0.00	\$0.00
13.	Special Assessments	(Total)	
		\$0.00	
	Principal:		\$0.00
	Interest:		\$0.00
14.	Your Total Property Tax and Special Assessments	\$0.00	\$0.00

Do not use this statement for tax payments. Use link below. First half tax: \$0.00
 View tax payment stub and payment information. Second half tax: \$0.00

ATTACHMENT III
GRANT APPLICATION



2010 to 2012 Community Forest Bonding Grant Application

Coversheet

Please refer to the *Guidelines* when completing the application. This form is also available on the DNR website: <http://www.dnr.state.mn.us/grants/forestmgmt/commforestbonding.html>

Applicant Information

Date: 11-17-2010

Organization: City of Inver Grove Heights

Project coordinator: Brian T. Swoboda

Title: City Forester/Park Maintenance

Address: 8168 Barbara Ave.

City, State, Zip: Inver Grove Heights, MN 55077

Phone: (651)450-2582 office (651)775-3797 cell

Fax: (651)455-9405

Email: bswoboda@ci.inver-grove-heights.mn.us

Additional Coordinator: Mark Borgwardt Park Superintendent

Additional Project Coordinators/Technical Advisors: (List names, organization/agency and phone)

Eligibility (check one): City Township County Park & Recreation Board in city of First Class

Has your organization received a:

DNR Community Forest Bonding grant?

No Yes, when? 1997-2005 Oak Hill & 2003 Mountain DNR Tr

MN Dept. of Agriculture EAB grant?

No Yes, when? _____

For cities or townships only. Is your community a Tree City USA? No Yes

Project Information

Summary Statement—Please give a 2-3 sentence summary of your overall project.

The proposed project will remove 80 ash trees in four public parks and replace with MN Native species. Due to recent outbreaks of EAB, the City of IGH is anticipating losing thousands of Ash trees throughout the City. With the removal of declining ash and planting of a more Diverse Native Forest we will hopefully slow the spread of EAB and lower our ash population before complete devastation hits.

Location (county, city, site): Dakota, Inver Grove Heights, 4 Public Parks

Start date: Spring 2011

Completion Date: Fall 2011

Budget Summary

Type of Fund	\$ Amount	% of Total
Non-state cash contributions (not required)	6,000.00	%
Non-state in-kind contributions (not required)	6,000.00	%
Ash Tree Removal funding requested	0.00	
Tree Planting funding requested	25,000.00	%
TOTAL PROJECT COSTS =	37,000.00	100 %

Authorization

I certify this information is valid and factual as described in this application and that all costs are eligible under the DNR Community Forest Bonding Grant Guidelines.

Name: Brian T Swoboda

Title: City Forester/Park Maintenance

Signature:

Date: 11-17-2010

Project Budget Breakdown

Please refer to the *Guidelines* for eligible and ineligible expenses. Highlighted areas are ineligible. For each entry, specify type, source and amount. Feel free to include a budget narrative if necessary (limit 1 page):

ITEM (specify type and source)	In-Kind Match*	Cash Match*	Bonding Grant Funds	Total
Public Ash Tree Removal Budget (See "Know EAB-Infested Areas Map" for eligible public lands.)				
Personnel: (No grant funds can be used for grantee personnel)				0
Contractual Services:				0
Grantee-owned Equipment Usage (no grant funds for equipment rental or purchase):				0
Education costs. Match only. (workshops, publications, etc)				0
Other. Please describe (check ELIGIBILITY COSTS in Guidelines):				0
Sub Totals	0.00	0.00	0.00	0.00

Public Tree Planting Budget		(Match not required)*		
Personnel: (No grant funds can be used for grantee personnel)	6000			6000
Plant Stock (trees only):			18000	18000
Grantee-owned Equipment Usage (no grant funds for equipment rental or purchase):				0
Contractual Services		6000	7000	13000
Education costs. Match only. (workshops, publications, etc)				0
Other. Please describe. (check ELIGIBILITY COSTS in Guidelines):				0
Sub Totals	6,000.00	6,000.00	25,000.00	37,000.00
TOTALS Both Projects (should equal budget summary)	6,000.00	6,000.00	25,000.00	37,000.00

*Note: Cash or In-kind match is not required. See LEVEL OF GRANT AWARDS, p.2 in Guidelines.

Application Checkoff

Mail the original and 3 copies of the following:

- Completed and signed application form
- Attached pages: Answers to project questions (2 page limit), optional budget narrative (1 page limit), extra tree planting list (1 page limit), and optional map (1 page limit)

Applications must be received by 4:30 pm, Friday, November 19, 2010.

Mail to:

2010 -12 Community Forest Bonding Grants
 Minnesota DNR, Division of Forestry
 500 Lafayette Road, Box 44
 St. Paul, MN 55155-4044

2010-2012 Community Forest Bonding Grant

Project Questions

1. **Organization applying:** City of Inver Grove Heights, Parks Tree Planting Project.
2. **Project Purpose:** The purposed projects will take place in four of our 30 parks. Due to recent outbreaks of Emerald Ash Borer, the City of Inver Grove Heights is anticipating losing thousands of Ash trees throughout the City. With removal of declining ash and planting of a more Diverse Native Forest we will hopefully slow the spread of EAB and lower our ash population before complete devastation hits. Trees are a major contributor to our parks and community, and with programs like this our goal to reforest and diversify can happen.
3. **Project Location Description:**
 - Oakwood Park is located at 3534 78th St. E. and is 15 acres in size and offers amenities as tennis courts, hockey rink, pleasure rink, 3 ball fields/soccer fields, playground structure, warming house, gazebo, walking paths and a large parking lot. The soil at this site is not consistent, ranging from clay to sandy loam.
 - North Valley Park is located at 2800 70th St. E. and is approximately 60 acres in size. The park offers 4 tennis courts, 2 ball fields/soccer fields, 18 hole disc-golf course, paved walking trails and two large parking lots. The soil at this site is sandy loam.
 - Salem Hills Park is located at 1642 Upper 55th St. E and is approximately 41 acres in size. Amenities include two tennis courts, basketball court, playground equipment, walking paths, ball field/soccer field, and a large parking lot. Salem Hills Park also adjoins Salem hills Elementary school and 75acre Harmon Reserve which serves as a trail head for our 15 mile mountain bike trails. The park also recently added a fenced community garden.
 - Veterans Memorial Community Center is centrally located at 8055 Barbara Ave. and is the Hub of our Recreation Dept. This large facility sits on 11 acres and offers two indoor sheets of ice, "The Grove" two pools, and exercise equipment, two large playground

structures, several meeting rooms, a skate park and is attached to the National Guard Armory. The VMCC has three large parking lots and continues to be a very busy place for many functions.

4. **Document Public Ownership-** *See attached Documents**
5. **Project Goals:** The City of Inver Grove Heights ultimate goal is to lower our ash tree population every year throughout our Park System. Our objective is to remove ash trees that are dead, declining, or that have structural problems. This hopefully will slow the spread of EAB and spread out the cost when EAB does arrive. The plan is to then replace the ash trees with a more diverse native species throughout our Parks.
6. **Methods:** The City of Inver Grove Heights and a Contractor will remove 80 ash trees located at four different public locations. The removals will take place early in 2011 with the Parks Dept. planning to “match in-kind” removal labor of 40 trees and “cash match” contracted removal of 40 trees. After removals are complete a contractor will replant with 80 Native Species with Bonding Grant Funding.
7. **Personnel:** The IGH Parks Maintenance Crew, along with ISA Certified City Forester, Brian Swoboda will remove 80 ash trees with the help of an ISA Certified Tree Removal contractor. The replacement Native Trees will be hand selected by the City Forester from an accredited MN Nursery and planted, mulched and watered by a contractor. All new trees shall have a one year warranty.
8. **Maintenance & Management Plan:**
 - A. Long term maintenance will be done by the Parks Dept.
 - Year 1-2 Water, mulch, Inspect
 - Year 3-4- Water, Inspect, Train Prune
 - Year 4-6- Water, mulch Inspect
 - Years 6+ - Routine prune on 5 year rotation
 - B. The City of IGH has recently updated its Tree Inventory Program, wrote an EAB Management Plan and updated its Ordinance on EAB and Diseased Trees.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 14, 2011
 Item Type: Consent
 Contact: Lt. Larry Stanger (651) 450-2528
 Prepared by: Lt. Larry Stanger
 Department of Public Safety
 Reviewed by: Chief Charles Kleckner
 Chief of Police

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 resolution to endorse and recommend the adoption of the siren Work Group’s outdoor warning siren narrow banding plan.

SUMMARY:

Public outdoor warning sirens within Dakota County are activated via radio from the Dakota Communications Center (DCC). The current warning sirens use “wide band” radio technology that must be retired prior to January 1, 2013. The radio conversion from wide band to narrow band operation is required by published FCC rules. A staff work group from Dakota County and the Cities examined the issue and has recommended upgrades to the siren warning activation method.

The siren Work Group reviewed various technologies and operational concepts relating to siren activation and monitoring. The Work Group also explored opportunities to expedite and simplify siren activation for DCC staff based upon migration to a common activation technology for more than 115 outdoor warning sirens within Dakota County.

The cost for upgrading existing sirens and to upgrading to narrow band equipment is eligible for 50% match with Dakota County UASI Grant funds. Inver Grove Heights 50% match has been budgeted for 2011.

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

RESOLUTION NO. _____

OUTDOOR WARNING SIREN SYSTEM NARROW BANDING

WHEREAS, in 2007 the Dakota Communications Center (DCC) began to provide 9-1-1 call answering, public safety radio dispatching, and related Public Safety Answering Point (PSAP) services to the citizens and visitors of Dakota County; and,

WHEREAS, in 2008 the DCC and Dakota County (County) entered into an Agreement relating to the maintenance, operation, and support certain fixed radio communications and signaling equipment used to activate individual outdoor warning sirens located in various communities and townships within or near Dakota County; and,

WHEREAS, individual outdoor warning sirens are owned and maintained by various entities including cities, townships, and private enterprises (e.g. Xcel Energy); and,

WHEREAS, the Federal Communications Commission (FCC) has established Rules and Regulations which require the reconfiguration of radio transmitters and receivers used in conjunction with the outdoor warning siren system by January 1, 2013; and,

WHEREAS, the aforementioned transmitter/receiver reconfiguration is commonly known as the First Phase Narrow Banding requirement; and,

WHEREAS, failure to comply with FCC Rules and Regulations may subject the County and/or the Cities to possible sanctions including loss of FCC license authority and/or fines; and,

WHEREAS, representatives of the Cities and Dakota County staff (Work Group) have been planning a method to narrow band equipment used by the DCC to activate outdoor warning sirens as well as individually owned/operated sirens across the County; and,

WHEREAS, the DCC Joint Operations Committee has reviewed and recommended the Work Group recommendations to the DCC joint power's board.

WHEREAS, the Work Group has recommended a migration strategy including funding assistance to local communities to narrow band individual siren radio transmitter/receivers using technology that will provide additional redundancy, faster signaling methods, and capability for future siren status monitoring.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF INVER GROVE HEIGHTS hereby endorses and recommends the adoption of the Work Group's outdoor warning siren narrow banding plan.

Adopted by the City Council of Inver Grove Heights this 14th day of February, 2011.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 14, 2011
 Item Type: Consent
 Contact: Lt. Larry Stanger (651) 450-2528
 Prepared by: Lt. Larry Stanger
 Police Department
 Reviewed by: Chief Charles Kleckner
 Chief of Police

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:

Approve Joint Powers Agreement (JPA) between the City of Inver Grove Heights and the Minnesota Bureau of Criminal Apprehension (BCA) to enter into a lend/lease agreement for the use of the DataMaster DMT – G breath test instrument.

SUMMARY:

The Minnesota Bureau of Criminal Apprehension (BCA) has received an appropriation to purchase DataMaster DMT – G with Fuel Cell Option breath test instruments and is authorized to distribute them to criminal justice agencies in Minnesota. The BCA is required to have a lend/lease agreement in place with all of their criminal justice partners who utilize their equipment.

The BCA will be replacing the current breath test instrument, the Intoxilyzer 5000, with a new breath test instrument, the DataMaster DMT – G, manufactured by National Patent Analytical Systems, Inc. The new instrument will allow breath tests to be transmitted directly to the BCA via a secure network and allow the BCA to monitor and send updates from a central location. In the future the test results and data entry information will be available for automatically populating portions of eCharging administrative DWI forms.

**MN DEPARTMENT OF PUBLIC SAFETY
DATAMASTER DMT-G WITH FUEL CELL OPTION
EVIDENTIAL BREATH TESTER INSTRUMENT AGREEMENT
(DISTRIBUTION OF EQUIPMENT TO LAW ENFORCEMENT AGENCIES)
Contract # **BCA-DMT-0073****

THIS JOINT POWERS AGREEMENT, by and between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension, Forensic Science Laboratory (hereinafter referred to as the STATE) and **Inver Grove Heights Police Department** (hereinafter referred to as the GOVERNMENTAL UNIT) witness that:

WHEREAS, the STATE has received an appropriation to purchase DataMaster DMT-G with Fuel Cell Option breath test instruments and is authorized to distribute DataMaster DMT-G with Fuel Cell Option breath test instruments to criminal justice agencies and/or city, county, or political subdivisions; and

WHEREAS, the GOVERNMENTAL UNIT represents that it is a criminal justice agency, or is a city, county, or political subdivision authorized to accept equipment/services from the STATE for the purpose specified herein; and

WHEREAS, the GOVERNMENTAL UNIT represents that it is duly qualified and willing to perform and carry out the services and tasks described in this Agreement.

NOW, THEREFORE, it is agreed:

I. STATE'S RESPONSIBILITIES.

- A. The STATE will provide GOVERNMENTAL UNIT with a DataMaster DMT-G with Fuel Cell Option breath test instrument ("instrument"), which includes a DataMaster DMT-G with Fuel Cell Option, initial dry gas cylinder, a keyboard, a keyboard carrel, a printer with a toner cartridge, and mouthpieces for use as specified under Clause II of this Agreement. The GOVERNMENTAL UNIT will use and have possession of the instrument; but the STATE shall retain legal ownership of the instrument.
- B. Any and all repairs shall be made by or at the direction of the STATE. If funding is available, the STATE will pay for the cost of maintenance and repair, or replacement due to normal wear and tear resulting from routine, proper use of the instrument.
- C. The STATE will maintain all necessary state and federal inventory control records on these instruments.

II. GOVERNMENTAL UNIT RESPONSIBILITIES.

- A. The GOVERNMENTAL UNIT will use the instrument specified above to assist in enforcing Minnesota laws and local ordinances relating to traffic and highway safety and for other law enforcement applications.
- B. The GOVERNMENTAL UNIT will keep and maintain the instrument provided by the STATE in proper operating condition. The GOVERNMENTAL UNIT will also be responsible for any and all costs of repairing or replacing the instrument that is lost or damaged due to misuse or abuse.
- C. The GOVERNMENTAL UNIT will provide and maintain all disposable and consumable components originally provided by the STATE, such as DataMaster DMT-G with Fuel Cell Option mouthpieces, dry gas cylinders, printer toner cartridges, and paper and will supply all other necessary disposable and consumable components not provided by the STATE at the

accounting procedures and practices relevant to this Agreement are subject to examination by the STATE, and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

IX VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

APPROVED

<p>2. GOVERNMENTAL UNIT Governmental Unit certifies that the appropriate person(s) have executed this Agreement on behalf of Governmental Unit as required by applicable articles, by-laws, resolutions, or ordinances.</p>	<p>3. DEPARTMENT OF PUBLIC SAFETY</p>
<p>By: Title: Date:</p>	<p>By: Title: Date</p>
<p>By: Title: Date</p>	
<p>1. State Encumbrance Verification</p>	<p>4. DEPARTMENT OF ADMINISTRATION</p>
<p>No encumbrance required: By: Date:</p>	<p>By: Date:</p>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Schedule Economic Development Authority (EDA) Meeting

Meeting Date: February 14, 2011
Item Type: Consent Agenda
Contact: Thomas J. Link: 651-450-2546
Prepared by: Tom Link, Director of Comm. Dev.
Reviewed by: NA

ML

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

PURPOSE/ACTION REQUESTED

The City Council is requested to schedule a meeting of the Economic Development Authority (EDA) for Monday, March 7th at 6:00 p.m.

SUMMARY

The City Council reaffirmed the Economic Development Authority (EDA) and appointed the City Council as the EDA members at its last meeting. The proposed meeting would be the first meeting of the reconstituted EDA.

The agenda would have the following items:

- Organization/Logistics – Consideration of bylaws, election of officers, regular meeting dates, and the official newspaper and depository.
- Work Plan – Discuss EDA activities for 2011, including an acquisition policy, a small business loan program, Progress Plus marketing, and financing of the EDA.
- Progress Plus Update – Since Progress Plus activities relate specifically to Economic Development, Progress Plus staff has agreed to provide regular updates at EDA meetings, instead of City Council meetings.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: February 14, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Kathleen Rodgers.

Please confirm the seasonal/temporary termination of: Anthony Gubash, and Erin Kegley.

Please confirm the termination of employment of: Pam Tichy, Office Support, and Scott Wood and Tim Jacobson, Firefighters.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Ordinance Regarding Completion of Exterior Work

Meeting Date: February 14, 2011
Item Type: Regular Agenda
Contact: Thomas J. Link: 651-450-2546
Prepared by: Tom Link, Director of Comm. Dev.
Reviewed by: NA

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

PURPOSE/ACTION REQUESTED

The City Council is to consider the first reading of an ordinance establishing a time frame for the completion of exterior work pursuant to a building permit.

SUMMARY

During a recent City Council discussion of code compliance issues, staff stated that there are occasional problems with unfinished building exteriors. Structures that lack a completed exterior can deteriorate since they are constantly open to weather elements, sometimes for extended periods of time. This can affect the structural integrity of the buildings and cause other construction problems. Furthermore, unfinished building exteriors will frequently generate neighborhood complaints since they are an eyesore and a nuisance and may impact neighborhood property values.

The City Attorney has drafted the ordinance, as attached. He has also drafted a memo that explains the statutory authority for the ordinance and the regulations themselves. Essentially, the regulations would require that exterior work, including roofs, doors, windows, and siding, must be completed within 180 days of the issuance of a building permit.

Staff recommends approval of the first reading of the ordinance.

Enclosures: Memo from Tim Kuntz, dated February 3, 2011
Draft Ordinance

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

ATTORNEYS AT LAW

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

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

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 3, 2011
**RE: Ordinance Establishing Timeframe for Completion of Exterior Work
Pursuant to a Building Permit – February 14, 2011, Council Meeting**

Section 1. Background. In 2008, the Minnesota Court of Appeals held that the State Building Code preempted City building code provisions requiring the completion of exterior work within a certain timeframe following the issuance of a building permit. Wessman v. City of Mankato, 2008 WL 5058608 (Minn. Ct. App. 2008) (unpublished decision). As a result of the Court case, cities were not able to enact or enforce ordinances that set a deadline by which work authorized by a building permit had to be completed.

During the 2010 legislative session, the Minnesota Legislature responded to this case by adopting Minnesota Statutes § 326B.121, which authorizes municipalities to adopt an ordinance establishing a time limit for the completion of exterior work authorized under a building permit in accordance with the State Building Code, provided that the time limit for the completion of such work is not less than one hundred eighty days from the date the permit is issued. In order to impose a time limit for the completion of exterior work, a municipality must first adopt an ordinance establishing the time limit for the completion of the work.

The attached ordinance requires the completion of all exterior work authorized by a building permit within one hundred eighty days from the date of issuance of the building permit, or within a timeframe set by the Building Official at the time the permit is issued, whichever is greater. Additionally, the ordinance provides that the Building Official may grant an extension of time for the completion of exterior work for a period not to exceed six months in the event of unavoidable delays. If the exterior work is not completed before the expiration of the permit, a new permit must be obtained for completion of the exterior work. This deadline for the completion of exterior work will apply to both new building permits as well as previously-issued building permits, and holders of previously-issued building permits for exterior work (issued prior to April 1, 2011) must complete the exterior work by October 15, 2011.

Section 2. Council Action. The first reading of the attached ordinance is scheduled for February 14, 2011.

Attachment

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 9,
CHAPTER 1, SECTION 4 REGARDING BUILDING PERMIT REQUIREMENTS**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Title 9, Chapter 1, Section 4 of the Inver Grove Heights City Code is hereby amended by adding subpart (c) to read as follows:

9-1-4: PERMIT REQUIREMENTS:

C. Completion of Exterior Work. Exterior work authorized by a building permit issued in accordance with the state building code after April 1, 2011 must be completed within one hundred and eighty (180) days from the date of issuance of the building permit or within the timeframe set by the Building Official at the time the permit was issued, whichever is greater. Exterior work authorized by a building permit issued in accordance with the state building code prior to April 1, 2011 must be completed by October 15, 2011. If exterior work authorized by a building permit is not completed within the allowed timeframe, the permit for such exterior work shall expire, and a new permit must be obtained for completion of the exterior work. Failure to complete all exterior work authorized by a building permit within the allowed timeframe is a violation of this section. Exterior work includes work on all exterior parts of the structure or building, including but not limited to roofs, doors, siding, attached decks, stairs, and windows.

Upon a showing to the Building Official that there have been unavoidable delays in completion of the exterior work, the Building Official, in the Official's reasonable discretion, may grant an extension of time for the completion of the exterior work for a period not to exceed six (6) additional months.

SECTION 2. Effective Date. This ordinance shall be in force upon its adoption and publication.

Passed this _____ day of _____, 2011.

George Tourville, Mayor

Attest

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011-09D (South Grove Area 6)

Meeting Date: February 14, 2011
Item Type: Regular
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

TJK

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving feasibility report and scheduling public hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011-09D (South Grove Area 6).

SUMMARY

The project was initiated by the City Council as part of the City’s Pavement Management Program (PMP). The project involves reconstructing most public streets in the project area including subgrade correction, new curb and gutter, replacing water main, and new storm sewer. A partial reconstruction is programmed for portions of Dehrer Way. A mill and overlay is programmed for Degrio Way and Delilah Avenue. Some sanitary sewer replacement, storm drainage and miscellaneous water system modifications are included. The project includes a new sidewalk along Dawn Way to follow the Park Department’s gap study recommendations. Re-grading of Skyview Park is also being considered. A detailed project description is included in the attached feasibility report.

The total estimated project cost is approximately \$4,377,300. A multi-faceted funding package has been prepared to cover the project costs. It includes the Pavement Management Fund, the Sewer Fund, the Water Fund, Municipal State Aid funds, and special assessments. A preliminary assessment roll map is included in the feasibility report. A preliminary assessment roll is being prepared for the neighborhood meeting and the public hearing.

The 2011 street improvement project has provided an opportunity to resolve the watermain issue as a special add-on to the reconstruction project. The current City proposal would re-route a portion of the watermain that exists east of Dawn Avenue near 66th Street. This realignment will result in a new 16” watermain in the Dawn Avenue right-of-way. It will reduce any potential affects to existing homes on the original backyard alignment.

The proposed project will also include a number of storm water management improvements. The project will extend new storm sewer for the 70th Street trunk storm sewer to serve the area north of 70th Street. A series of raingardens and infiltration basins are proposed to improve water quality in the runoff from the area. The project feasibility report also includes alternative solutions for isolated residential storm water drainage concerns.

VCP (clay) sanitary sewers will be replaced on Craig Avenue from 70th to 69th and on Upper 69th from Delaney Avenue to its west terminus. These sewers were televised and it has been determined that the existing VCP needs replacing to correct connections at service lines and pipe displacement. Other miscellaneous sanitary sewer repairs are also planned.

Street widths will be modified on Dawn Avenue to provide a uniform width of 38 feet from 66th Street to 70th Street. This street width is consistent with the City's improvement project from 70th Street to 78th Street. Dawn Avenue is a municipal state-aid street that functions as a neighborhood collector street. Excess fill material generated by this project will be used to the City's benefit on three other City parks: (1) Skyview Park grading, (2) covering of contaminants on a parcel near Doffing Avenue and 63rd Street which will be added to the Heritage Park, and (3) as fill to prepare a site for a parking lot off 66th Street near the swing bridge.

I recommend passage of the resolution accepting the feasibility report and calling for a public hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011-09D (South Grove Area 6, see map) on March 14, 2011.

TJK/kf

Attachments: Resolution
Feasibility Report
Original Feasibility Excerpts and Amendment
Project Area Map

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

RESOLUTION NO. _____

**RESOLUTION RECEIVING FEASIBILITY REPORT AND SCHEDULING PUBLIC HEARING FOR THE 2011
PAVEMENT MANAGEMENT PROGRAM, URBAN STREET RECONSTRUCTION – CITY PROJECT NO.
2011-09D (SOUTH GROVE AREA 6)**

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to the 2011 Pavement Management Program for the following project:

<u>Project No.</u>	<u>Improvements</u>
2011-09D	Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, bituminous pavement), concrete curb and gutter construction/removal/replacement, concrete sidewalk construction/replacement/repair, partial street reconstruction, mill and overlay, storm sewer, storm water treatment basins, sanitary sewer repairs, sanitary sewer replacement, water main replacement, water main valve and hydrant replacements, appurtenances and restoration.

The mill and overlay portion will include: 68th Street East from Delilah Avenue East to Concord Boulevard East; Delilah Avenue East from 68th Street East to 69th Street East; 69th Street East from 165 feet east of Delaney Avenue East to Delilah Avenue East; and Degrio Way East from Dehrer Way East (south leg) to Dehrer Way East (north leg).

The partial reconstruction portion will include: Dehrer Way East (aka Concord Boulevard East frontage road) from 50 feet north of Degrio Way East (north leg) to Degrio Way East (south leg).

The reconstruction portion will include: 69th Street East from Craig Court East to 165 feet east of Delaney Avenue East; Upper 69th Street East from Dawn Avenue East to Delaney Avenue East; Craig Court East from 69th Street East to cul-de-sac; Craig Avenue from 69th Street East to 70th Street East; Crosby Avenue from 69th Street East to 70th Street East; Dawn Avenue from 66th Street East to 70th Street East; Delaney Avenue East from 69th Street East to 70th Street East; and Concord Boulevard East Frontage Road; and Concord Boulevard East frontage road (aka Dehrer Way East) from Degrio Way East (south leg) to 75th Street East.

Said report is hereby received by the City Council of the City of Inver Grove Heights on February 14, 2011.

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 \$4,377,300.
2. A public hearing will be held on such improvements at 7:30 p.m. on Monday, March 14, 2011 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 14th day of January 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



Memorandum

■
Suite 238N
2550 University Avenue
West
St. Paul, Minnesota
55114

To: Honorable Mayor and Members of the City Council
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Attn: Tom Kaldunski, P.E.
City Engineer

From: Beth Engum, P.E.
Eric Fosmo, P.E.

Date: February 14, 2011

Re: Amendment #2 to Feasibility Study and Report
South Grove Urban Street Reconstruction Areas 4, 5 & 6
City Project 2009-09D, 2010-09D, 2011-09D

This memo amends the feasibility study and report accepted by council on January 26, 2009 for the above-referenced projects. Amendment # 1 to the feasibility study and report was accepted by the council on January 11, 2010 and included Area 5 improvements. The primary purposes of this amendment are:

- Designate City Project Number 2011-09D as Area 6 of the South Grove Urban Street Reconstruction program
- Identify the following improvements to be added to the Area 6 project scope:

Full Street Reconstruction

- Craig Court E.
- Dehrer Way E. (75th St. to Degrio Way south leg)

Partial Street Reconstruction

- Dehrer Way E. (Between south and north legs of Degrio Way)

2" Mill and Overlay

- 69th Street E./Delilah Avenue E. (East of Delarosa Ct.)

2.5" Mill and Overlay

- Degrio Way E.

Sidewalk Improvements

- Dawn Avenue E.

Drainage Improvements

- Craig Court E./South St. Paul Airport

Additional Watermain Improvements

- Construct watermain along Dawn Avenue
- Abandon watermain outside of City Right-of-Way

Additional Sanitary Sewer Improvements

- Reconstruction of sanitary sewer along Craig Avenue E.
- Reconstruction of sanitary sewer along Upper 69th Street E.

- Identify potential improvements at Skyview Park
- Identify costs for the additional improvements and update cost estimates provided in the original feasibility study and report
- Develop a proposed financing plan for Area 6 consistent with the methodology set forth in the feasibility study and report
- Develop a preliminary assessment map for Area 6

This amendment includes the following attachments:

- Exhibit 2 – Street Width Table
- Exhibit 10 – Area 6 Proposed Improvements
- Exhibit 11 – Craig Court E. Drainage Improvements
- Exhibit 12 – Skyview Park Improvements
- Exhibit 13 – Craig Court E. Easement Acquisition
- Table 5.0 – Funding Summary
- Tables 5.1-5.7 – Detailed Cost Estimates for Area 6 Improvements
- Additional Geotechnical Evaluation Report
- Preliminary Assessment Map for Area 6

Area 6 Additional Improvements

Street Reconstruction

As a result the additional geotechnical evaluation recently completed by American Engineering Testing (AET), two street segments within the South Grove area not originally proposed to be reconstructed are proposed to be added as a part of Area 6. The two street segments are Craig Court E. north of 69th Street E. and Dehrer Way E. between the south leg of Degrio Way E. and 75th Street E. The geotechnical report and boring logs are included in Appendix D of this memorandum.

Reconstruction of the additional segments will be consistent with past South Grove reconstruction projects as described in the original feasibility study and report dated January 26, 2009. Both roadway segments will be reconstructed to a width of 38 feet face-of-curb to face-of-curb. The existing street widths vary from 38 to 40 feet according to County GIS information. A street width table is included with this memorandum showing the proposed street widths of the reconstruction area.

Partial Street Reconstruction

The geotechnical evaluation also included the segment of Dehrer Way E. from the south leg of Degrio Way E. through the intersection of the north leg of Degrio Way E. The report recommends a partial reconstruction of this roadway segment. The partial reconstruction will reclaim the existing pavement and aggregate base section, compact the existing sub-base, and construct a new pavement and aggregate base section. The partial reconstruction will protect the existing curb and gutter. Spot replacement of curb and gutter may be needed to address specific problem areas. Exhibit 10 shows the partial street reconstruction segment.

2" Mill and Overlay Improvements

The additional geotechnical evaluation completed by AET also identified two street segments which warrant mill and overlay improvements. The first street segment proposed to be rehabilitated by a 2-inch mill and overlay is 69th Street E./Delilah Avenue E. from Delarosa Court E. to Concord Boulevard. The 2-inch mill and overlay option was recommended in the additional geotechnical evaluation included with this memorandum.

2.5" Mill and Overlay Improvements

The Degrio Way E. loop west of Dehrer Way E. also warrants a mill and overlay. This segment is proposed as a 2.5-inch mill and overlay because pavement cores and soil borings revealed deterioration of the bituminous wear course along Degrio Way E. The geotechnical evaluation recommends a 2.5-inch mill and overlay in order to mill to a depth through the existing wear course and into the existing bituminous base course.

All proposed mill and overlay improvements will include spot full-depth pavement patching where determined necessary by City staff during construction. It is typical to uncover pavements sections which need full-depth replacements once the milling operations are completed.

Exhibit 10 shows the proposed roadway improvements for the Area 6 project.

Sidewalk Improvements

The City of Inver Grove Heights Park and Recreation Department is in the process of identifying gaps within the City's trail and sidewalk system. As part of this work, the need for a sidewalk along Dawn Avenue E. has been identified for the segment within Area 6. A 6-foot sidewalk along Dawn Avenue E. between 66th Street E. and 70th Street E. will be included in the Area 6 reconstruction project. Since Dawn Avenue E. is a State Aid street, the construction costs for the 6-foot sidewalk are State Aid eligible.

Craig Court Drainage Improvements

City Engineering staff has been working with the resident at 6825 Craig Court E. to alleviate a localized flooding problem occurring on the property during heavy rain events. The 6825 Craig Court property was completed in 1992 as a relocated Habitat for Humanity home. This property is the only single-family home on Craig Court E; the rest of the properties are twin homes.

The 6825 Craig Court E. property has a localized low point in the backyard which collects runoff from neighboring parcels and the South St. Paul Airport; the property has no direct outlet. During larger events, the flooding also impacts the 6803/6805 Craig Court E. property to the north. Consistent with past South Grove projects, it would be advantageous to complete any mitigation improvements during the street reconstruction project. Exhibit 11 shows two potential options to construct a drainage inlet within the 6825

Craig Court E. property and connect into the Area 6 proposed storm sewer system.

Option A includes construction of concrete storm sewer directly from the 6825 property to Craig Court E. The storm sewer would then run south to the intersection with 69th Street E. where it would outlet into a proposed infiltration basin west of 69th Street E. in unoccupied City right-of-way.

Option B includes construction of perforated HDPE storm sewer from the 6825 property to the west, then run south along the eastern property line of the South St. Paul Airport. The storm would outlet into the proposed infiltration basin west of 69th Street E. The proposed alignment runs within the South St. Paul Airport security fence. Minor removal and replacement of the security fence will be necessary to construct Option B. Additional coordination would be required with the South St. Paul Airport during the design and construction of Option B.

City staff has had initial discussions with the Dakota County Soil and Water Conservation District (SWCD) regarding the construction of Option B, including the dry infiltration basin. These proposed improvements would make the project eligible to compete for up to a \$50,000 grant from the SWCD for urban stormwater improvements. The potential grant application is due in the Spring of 2011.

Additional Watermain Improvements

City watermain currently runs under Dawn Avenue E. from 70th Street E. to the north. The watermain continues directly north as the turns to the west. The project will abandon approximately 900 feet of the existing watermain that is located outside of City right-of-way/easements between two homes and construct a new main which will follow the alignment of Dawn Avenue E. Construction of the new main will require the extension and/or relocation of water services from the homes served off the existing watermain. City utility staff will coordinate with the affected residents during the construction of the project to minimize potential interruptions to their water service.

Additional Sanitary Sewer Improvements

City Utility staff has identified two segments of sanitary sewer in need of upgrade from the existing vitrified clay pipe (VCP) material to PVC. The existing sanitary service connections along the two segments are not consistent with City standards and should be replaced as part of the street

reconstruction project. The two segments of sewer are located along Craig Avenue E. and Upper 69th Street E. The proposed improvements include the reconstruction of the existing sanitary sewer main line and replacement of sanitary service wye connections along the two segments. The project also includes construction of a manhole along the existing sanitary sewer line along 69th Street E. to improve maintenance access to the sewer.

City policy states the City is responsible only for the service wye connection for individual sanitary sewer services. The remainder of the service line, including any pipe within City right-of-way, is the responsibility of the owner of the parcel it serves. As part of the project, the City will bid the replacement of sanitary sewer services from the wye to the right-of-way line on a per each basis. The option will be made available to the homeowner to enter into an agreement with the City to pay for the sanitary sewer service replacement. The construction cost to replace the sanitary service pipe will be the responsibility of the homeowner.

Skyview Park Improvements

Street reconstruction projects can generate large amounts of material which are unsuitable for roadway construction. In the past, the City has identified stockpile areas where the Contractor can dispose of clean, unsuitable material. It is beneficial to locate a suitable disposal site as close to the project as possible to minimize project costs.

Skyview Park, located at the northwest corner of Dawn Avenue E. and 69th Street E., would be a convenient and cost-effective location to dispose of clean fill material. The park contains multiple sports facilities including hockey rinks, tennis courts, softball fields, and a playground. The softball fields, located on the western half of the park, have undesirable grades in the outfields which could be improved with placement of fill and grading.

City Parks and Recreation indicated they would consider allowing the western half of the park to be used as a disposal area for clean excess material. Consistent with past South Grove projects, soil testing will be completed on the material before disposal on the park site. All materials containing bituminous or other contaminants would be disposed of appropriately by the Contractor off of the project site.

In return for utilizing the park as a fill disposal site, the project would include grading of the material to accommodate the future uses of the park. The City is currently evaluating the preferred future use for the western half of the

park. The City has a shortage of rectangular fields for soccer/football activities; the existing softball outfields are currently used as soccer fields during parts of the year. Exhibit 12 shows a potential layout of soccer fields in place of the existing softball fields at Skyview Park. City Parks and Recreation staff will be discussing Skyview Park as a fill area and potential conversion of the softball fields into rectangular fields with the Parks and Recreation Board.

Other Potential Fill Sites

If Skyview Park is determined to be unavailable for use as a fill site or if more material is generated by the project than can be accommodated at the park, other fill sites will be utilized. Two additional sites have been identified as potential areas to receive fill material; 4301 63rd Street E. and the 66th Street E. parking area. Further evaluation and coordination of potential fill sites will continue through the final design process.

Reconstruction of Dawn Avenue E.

The Area 6 project includes reconstruction of Dawn Avenue E. from 66th Street E. to 70th Street E. The existing width of Dawn Avenue E. varies through the project from 31 feet back-of-curb to back-of curb between 69th Street E. and 70th Street E. to 44 feet face-of-curb to face-of-curb between 66th Street E. and 69th Street E. The proposed typical section of Dawn Avenue E. is 38 feet face-of-curb to face-of-curb with a 5-foot grass buffer area and 6-foot sidewalk on the west side.

The proposed typical section, which is consistent with the width of Dawn Avenue E. constructed in past South Grove projects, results in significant widening between 69th Street E. and 70th Street E. The section is consistent with the minimum State Aid standards to allow parking on one-side of the street. The stretch of Dawn Avenue E. from 69th Street E. and 70th Street E. is currently a bottleneck in the corridor through the South Grove Area.

City staff will be evaluating the existing street lighting along Dawn Avenue E. to determine if additional lighting is warranted including two specific areas that have been brought to staff's attention; the intersection of 67th Street E. and Dawn Avenue E. and the northeast corner of Skyview Park along Dawn Avenue E.

Right-of-Way and Easement Requirements

We have assumed the owner of parcel 6825 Craig Court E. will dedicate the necessary permanent drainage and utility and temporary construction easements to the City at no cost to the City for the Craig Court Drainage Improvements. We have also assumed based on initial discussions with South St. Paul staff that the South St. Paul Airport will dedicate the necessary permanent drainage and utility and temporary construction easements to the City at no cost. Exhibit 13 shows the easements needed for the Craig Court Drainage Improvements.

Craig Court Drainage Improvements Estimated Costs

The estimated costs for the Craig Court Drainage Improvements are as follows:

Craig Court Option A Improvements	\$ 45,900
Craig Court Option B Improvements	\$ 36,700

Attached Table 5.5 shows detailed cost estimates for Options A and B.

The estimated costs shown in this amendment reflect Option B as the preferred option given the lower estimated costs and potential urban stormwater grant available through the Dakota County SWCD.

Area 6 Estimated Costs

The estimated costs for Area 6, including the additional improvements identified in this amendment, are as follows:

Street Reconstruction Improvements	\$ 2,950,600
Partial Reconstruction Improvements	\$ 183,500
2" Mill and Overlay Improvements	\$ 115,100
2.5" Mill and Overlay Improvements	\$ 151,700
Storm Sewer Improvements	\$ 405,500
Utility Improvements	\$ 449,600
Craig Court Drainage Improvements	\$ 36,700
Total Estimated Project Cost	\$ 4,292,700

Attached Tables 5.1 through 5.7 contain detailed cost estimates for the total Area 6 project costs.

The estimated project costs for the Area 6 improvements are as follows:

Total Construction	\$ 3,421,700
Engineering	\$ 466,600
Fiscal	\$ 31,110
Legal	\$ 31,110
Administration	\$ 93,325
Capitalized Interest	\$ 248,855
Total Estimated Project Cost	\$ 4,292,700

The project costs listed above include a 10% construction contingency and the following items at a percentage of the construction cost: 15% engineering, 1% fiscal, 1% legal, 3% administrative, and 8% capitalized interest.

Method of Financing

Consistent with funding for Areas 4 and 5, the majority of the proposed Area 6 improvements are proposed to be funded by the City's Pavement Management Program (PMP) fund, Municipal State Aid funds, special assessments to benefitting residents, and the City Utility Fund.

The common excavation cost for street reconstruction portion of the project would include the cost to place and rough grade the clean fill material at Skyview Park. All other improvements to the park, including removal of existing fences, bleachers, and backstops; placement of topsoil and turf establishment; and installation of an irrigation system and fencing will be paid for by City Parks and Recreation funds.

Street, Storm, and Special Assessments

The assessments outlined in this section and identified in the attached preliminary assessment roll are for the South Grove Urban Street Reconstruction Area 6, City Project 2011-09D.

STREET ASSESSMENTS

Total Estimated Project Cost	\$ 4,292,700
Craig Court Drainage Improvements	- 36,700
Utility Fund Contribution	
• Area 6 Utility Improvements	- 449,600
Total Storm Sewer Cost	- 405,500

STREET IMPROVEMENT COSTS \$ 3,400,900

PMP Contribution	- 809,800
MSA Funds – Street	- 600,000

A: Total Street Assessments \$ 1,991,100

STORM SEWER ASSESSMENTS

Total Estimated Storm Sewer Cost	\$ 405,500
MSA Funds – Storm Sewer	- 115,300

B: Total Storm Sewer Assessments \$ 290,200

A+B: Total Street and Storm Sewer Assessments \$ 2,281,300

Individual parcel assessments are determined using the City's PMP Funding Policy and based on the total project cost. Single-family, residential, and twinhome properties are assessed on a per lot basis. Multi-family, commercial, industrial, and institutional properties are assessed on a front footage basis. The equivalent front foot assessment rate for the single-family residential and twinhome properties is one-half that of the multi-family, commercial, industrial and institutional properties. Storm lateral assessments are assessed on an area basis from the contributing drainage area of the parcel, regardless of property type. A preliminary assessment roll is attached to this amendment.

Based upon the past history in the South Grove area, the basic PMP funding policy results in per lot assessment amounts that may not be sustainable in appeal. A neighborhood assessment analysis will be completed prior to the public hearing. City staff will provide funding recommendations at that time.

Schedule

Based on coordination with City staff, we recommend the following project schedule:

City Council Receive Feasibility Report	February 14, 2011
Authorize Preparation of Plans & Specs	
Call Public Improvement Hearing	
Neighborhood Information Meeting	March 2, 2011
Public Improvement Hearing	March 14, 2011
Council Order Project	
Approve Plans and Specs	
Authorize Advertisement for Bids	
First Advertisement for Bids	March 20, 2011
Bid Opening	April 14, 2011
City Council Awards Contract	April 25, 2011
Start Construction	May 2011
Construction Complete	October 2011

Based upon the analysis completed as a part of the Feasibility Study and Report, dated January 26, 2009, and this amendment, the proposed South Grove Street Reconstruction Area 6 improvements, are feasible, necessary, and cost effective. We recommend that the Inver Grove Heights City Council accept this amendment to the feasibility study and report on February 14, 2011 and proceed with the proposed improvements.

cc: File 160509018.3

EXHIBIT 2

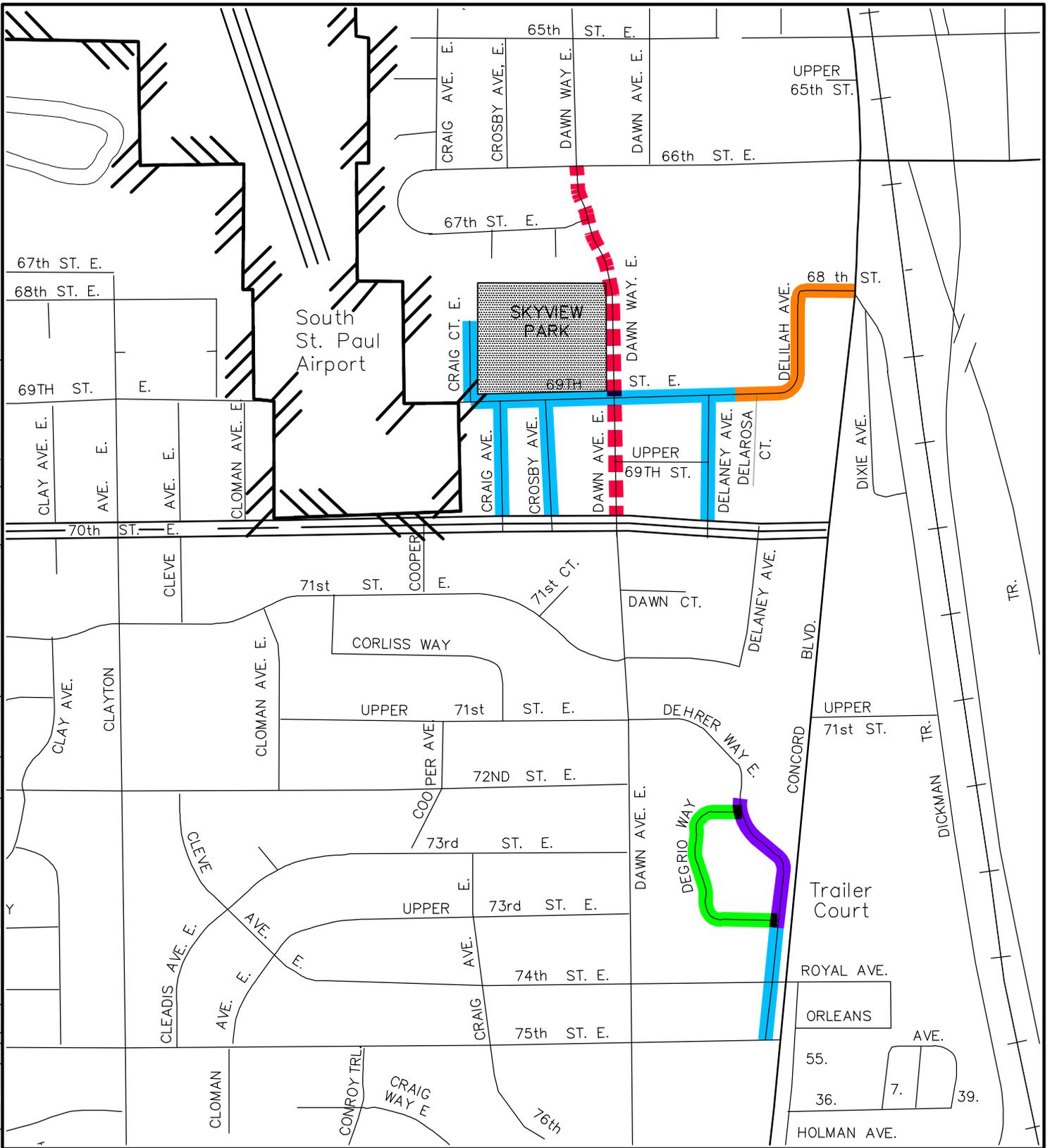
REVISED

**CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6**

STREET WIDTH TABLE

Street	Existing Street Width	FF (Face-to-Face) BB (Back-to-Back)	State Aid/ Non-State Aid	Proposed Street Width	Notes
Dawn Avenue (North 70th - 69th)	31'	FF	SA	38'	Bit Curb Both Sides
Dawn Avenue (North 69th - 66th)	44'	FF	SA	38'	
69th Street East	31'	BB	Non-SA	31'	Bit Curb North Side Only
Upper 69th Street East	31'	BB	Non-SA	31'	Bit Curb Both Sides
Craig Avenue	31'	BB	Non-SA	31'	Bit Curb Both Sides
Crosby Avenue	31'	BB	Non-SA	31'	Bit Curb Both Sides
Delaney Avenue	31'	BB	Non-SA	31'	
Craig Court E	38-40' (GIS)	FF	Non-SA	38'	
Dehrer Way E	38-40' (GIS)	FF	Non-SA	38'	

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LEGEND

-  STATE AID STREET RECONSTRUCTION
-  CITY STREET RECONSTRUCTION
-  CITY STREET PARTIAL RECONSTRUCTION
-  2.5" MILL AND OVERLAY
-  2" MILL AND OVERLAY

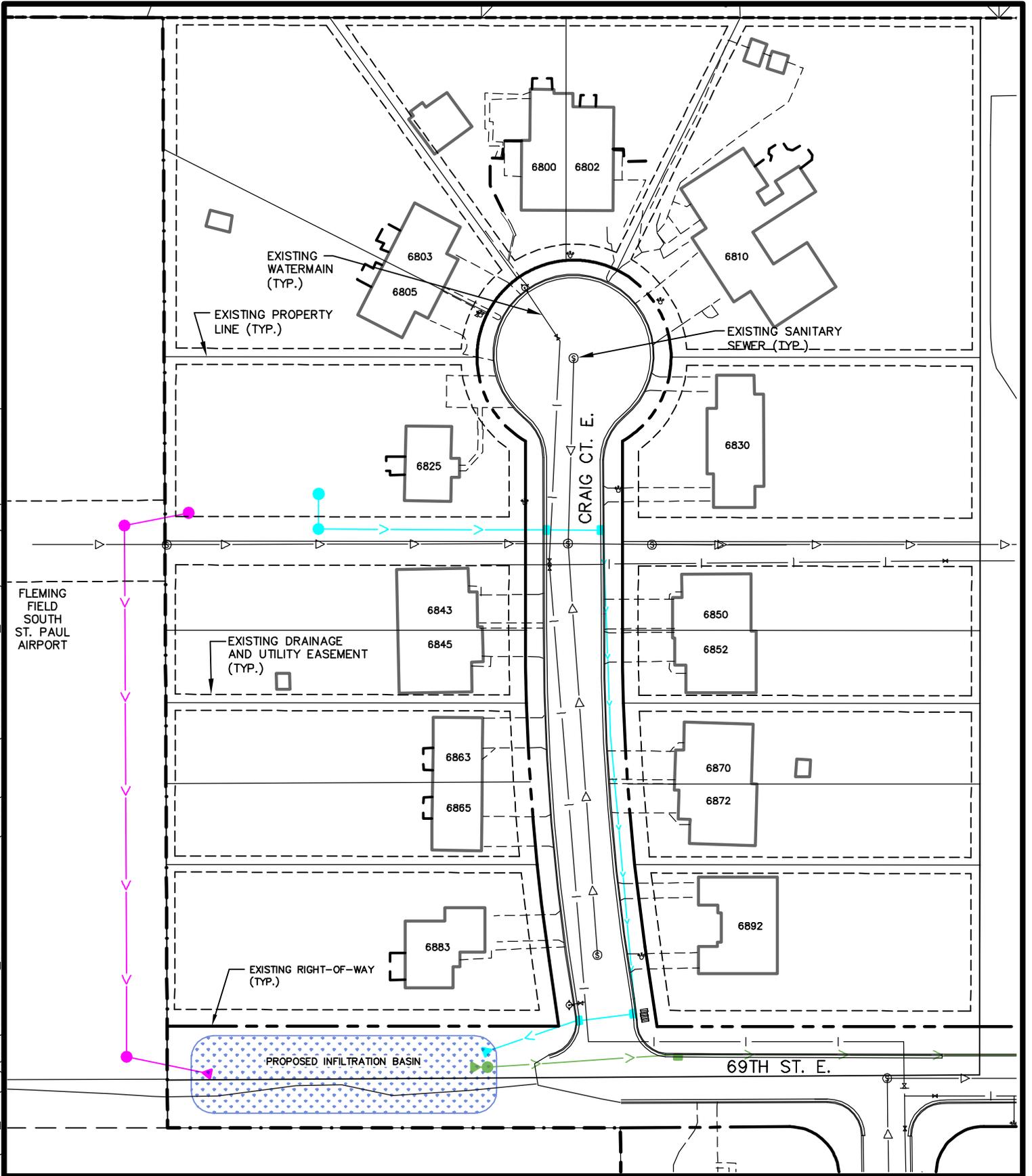


**Kimley-Horn
and Associates, Inc.**

**SOUTH GROVE STREET
RECONSTRUCTION AREA 6
CITY PROJECT 2011-09D**

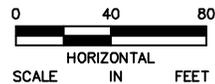
**PROPOSED IMPROVEMENTS
EXHIBIT 10**

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LEGEND

-  OPTION A STORM SEWER
-  OPTION B STORM SEWER
-  PROPOSED AREA 6 STORM SEWER



SOUTH GROVE STREET
RECONSTRUCTION AREA 6
CITY PROJECT 2011-09D

CRAIG COURT E.
DRAINAGE IMPROVEMENTS
EXHIBIT 11

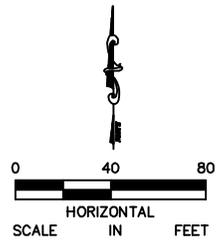


Inver Grove Heights



**Kimley-Horn
and Associates, Inc.**

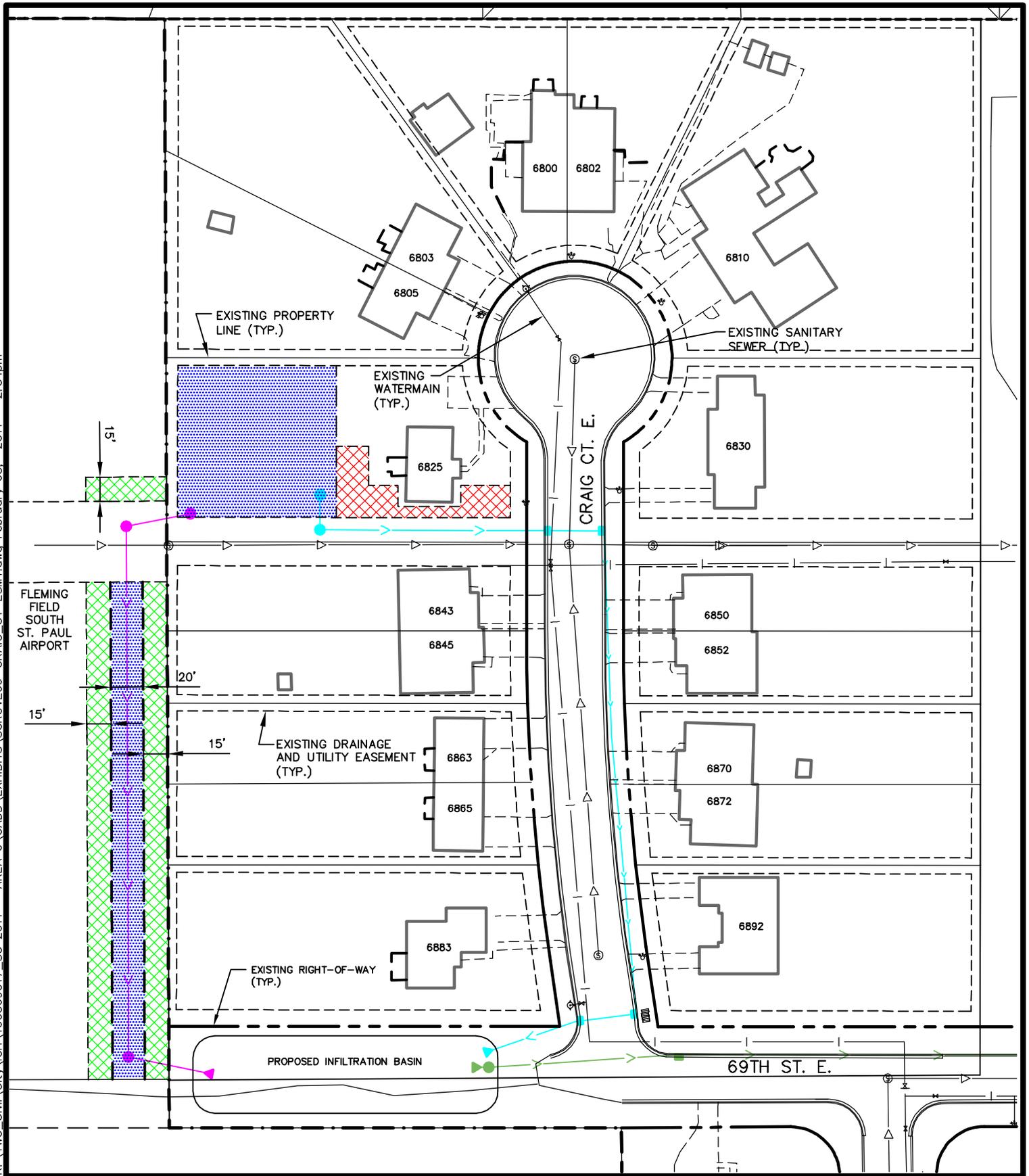
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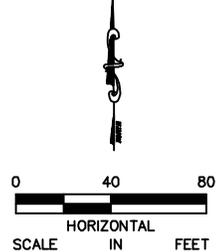
SOUTH GROVE STREET
RECONSTRUCTION AREA 6
CITY PROJECT 2011-09D

SKYVIEW PARK
POTENTIAL IMPROVEMENTS
EXHIBIT 12

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- LEGEND**
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT OPTION A
 -  PROPOSED TEMPORARY CONSTRUCTION EASEMENT OPTION B
 -  PROPOSED PERMANENT DRAINAGE AND UTILITY EASEMENT
 -  OPTION A STORM SEWER
 -  OPTION B STORM SEWER
 -  PROPOSED AREA 6 STORM SEWER



**SOUTH GROVE STREET
RECONSTRUCTION AREA 6
CITY PROJECT 2011-09D**

**CRAIG COURT E.
PROPOSED EASEMENTS
EXHIBIT 13**



TABLE 5.0

**CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6**

CITY PROJECT 2011-09D

FUNDING SUMMARY

	Street and Storm Sewer Assessments	Pavement Management Fund	Municipal State Aid	Utility Fund	TOTAL
Street Reconstruction Improvements	\$ 1,645,400	\$ 705,200	\$ 600,000		\$ 2,950,600
Partial Reconstruction Improvements	\$ 137,600	\$ 45,900			\$ 183,500
2" Mill and Overlay Improvements	\$ 89,800	\$ 25,300			\$ 115,100
2.5" Mill and Overlay Improvements	\$ 118,300	\$ 33,400			\$ 151,700
Storm Sewer Improvements	\$ 290,200		\$ 115,300		\$ 405,500
City Utility Improvements				\$ 449,600	\$ 449,600
Craig Court E. Drainage Improvements		\$ 36,700			\$ 36,700
TOTAL	\$ 2,281,300	\$ 846,500	\$ 715,300	\$ 449,600	\$ 4,292,700

TABLE 5.1
UPDATED

**CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6**

**STREET RECONSTRUCTION IMPROVEMENTS
ESTIMATED COSTS**

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	LS	1	\$ 100,000.00	\$ 100,000
2	Clearing and Grubbing	TREE	27	\$ 1,000.00	\$ 27,000
3	Reclaim Bituminous Pavement	SY	26,600	\$ 2.50	\$ 66,500
4	Remove Bituminous Pavement (Full Depth)	SY	500	\$ 10.00	\$ 5,000
5	Remove Curb and Gutter	LF	15,150	\$ 2.00	\$ 30,300
6	Common Excavation	CY	40,000	\$ 8.00	\$ 320,000
7	Subgrade Excavation	CY	10,000	\$ 8.00	\$ 80,000
8	Type SP 12.5 Wearing Course Mixture (2")	TON	3,000	\$ 70.00	\$ 210,000
9	Type SP 12.5 Non-wearing Course Mixture (2")	TON	3,000	\$ 70.00	\$ 210,000
10	Full Depth Bituminous Patching	SY	500	\$ 35.00	\$ 17,500
11	Aggregate Base, Class 5	TON	8,500	\$ 10.00	\$ 85,000
12	Select Granular Material	CY	30,000	\$ 12.00	\$ 360,000
13	Concrete Curb and Gutter Design B618	LF	15,150	\$ 10.00	\$ 151,500
14	6' Concrete Sidewalk	SF	11,700	\$ 4.00	\$ 46,800
15	Driveway Reconstruction	EA	95	\$ 1,200.00	\$ 114,000
16	Site Restoration - Seeding/Sod	SY	36,600	\$ 5.00	\$ 183,000
17	Reconstruct Storm Structure	EA	1	\$ 1,500.00	\$ 1,500
18	Pedestrian Curb Ramp	EA	8	\$ 500.00	\$ 4,000
19	Construct Infiltration Area	SY	600	\$ 35.00	\$ 21,000
20	Rain Garden Preparation	LS	1	\$ 50,000.00	\$ 50,000
21	Erosion Control	LS	1	\$ 25,000.00	\$ 25,000
22	Signing	LS	1	\$ 10,000.00	\$ 10,000
23	Striping	LS	1	\$ 10,000.00	\$ 10,000
24	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000
	Subtotal				\$ 2,138,100
	10% Construction Contingency				\$ 213,800
	Total Construction Cost				\$ 2,351,900
	28% Indirect Cost				\$ 598,700
	Total Estimated Project Cost				\$ 2,950,600

TABLE 5.2

CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6

PARTIAL STREET RECONSTRUCTION IMPROVEMENTS
ESTIMATED COSTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	LS	1	\$ 6,000.00	\$ 6,000
2	Reclaim Bituminous Pavement	SY	3,500	\$ 2.50	\$ 8,800
3	Remove Curb and Gutter	LF	200	\$ 5.00	\$ 1,000
4	Common Excavation	CY	1,750	\$ 8.00	\$ 14,000
5	Subgrade Excavation	CY	300	\$ 8.00	\$ 2,400
6	Type SP 12.5 Wearing Course Mixture (2")	TON	400	\$ 70.00	\$ 28,000
7	Type SP 12.5 Non-wearing Course Mixture (2")	TON	400	\$ 70.00	\$ 28,000
8	Aggregate Base, Class 5	TON	1,150	\$ 10.00	\$ 11,500
9	Select Granular Material	CY	300	\$ 12.00	\$ 3,600
10	Concrete Curb and Gutter Design B618	LF	200	\$ 20.00	\$ 4,000
11	Adjust Sanitary/Storm Manhole	EA	15	\$ 1,000.00	\$ 15,000
12	Driveway Reconstruction	EA	6	\$ 1,200.00	\$ 7,200
13	Erosion Control	LS	1	\$ 1,500.00	\$ 1,500
14	Striping	LS	1	\$ 1,000.00	\$ 1,000
15	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000
	Subtotal				\$ 133,000
	10% Construction Contingency				\$ 13,300
	Total Construction Cost				\$ 146,300
	28% Indirect Cost				\$ 37,200
	Total Estimated Project Cost				\$ 183,500

TABLE 5.3

**CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6**

**2.5" MILL AND OVERLAY IMPROVEMENTS
ESTIMATED COSTS**

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000
2	Mill Bituminous Pavement (2.5")	SY	4,200	\$ 1.50	\$ 6,300
3	Remove Bituminous Pavement (Full Depth)	SY	420	\$ 10.00	\$ 4,200
4	Remove Curb and Gutter	LF	220	\$ 5.00	\$ 1,100
5	Type SP 12.5 Wearing Course Mixture (2.5")	TON	610	\$ 70.00	\$ 42,700
6	Full Depth Bituminous Patching	SY	420	\$ 35.00	\$ 14,700
7	Concrete Curb and Gutter Design B618	LF	220	\$ 20.00	\$ 4,400
8	Adjust Sanitary/Storm Manhole	EA	10	\$ 1,000.00	\$ 10,000
9	Driveway Reconstruction	EA	15	\$ 1,200.00	\$ 18,000
10	Striping	LS	1	\$ 1,500.00	\$ 1,500
11	Erosion Control	LS	1	\$ 1,000.00	\$ 1,000
12	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000
	Subtotal				\$ 109,900
	10% Construction Contingency				\$ 11,000
	Total Construction Cost				\$ 120,900
	28% Indirect Cost				\$ 30,800
	Total Estimated Project Cost				\$ 151,700

TABLE 5.4

CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6

2" MILL AND OVERLAY IMPROVEMENTS
ESTIMATED COSTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	LS	1	\$ 4,000.00	\$ 4,000
2	Mill Bituminous Pavement (2")	SY	3,500	\$ 1.50	\$ 5,300
3	Remove Bituminous Pavement (Full Depth)	SY	325	\$ 10.00	\$ 3,300
4	Remove Curb and Gutter	LF	240	\$ 5.00	\$ 1,200
5	Type SP 12.5 Wearing Course Mixture (2")	TON	500	\$ 70.00	\$ 35,000
6	Full Depth Bituminous Patching	SY	325	\$ 35.00	\$ 11,400
7	Concrete Curb and Gutter Design B618	LF	240	\$ 20.00	\$ 4,800
8	Pedestrian Curb Ramp	EA	2	\$ 500.00	\$ 1,000
9	Adjust Sanitary/Storm Manhole	EA	10	\$ 1,000.00	\$ 10,000
10	Driveway Reconstruction	EA	2	\$ 1,200.00	\$ 2,400
11	Striping	LS	1	\$ 3,000.00	\$ 3,000
12	Erosion Control	LS	1	\$ 1,000.00	\$ 1,000
13	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000
	Subtotal				\$ 83,400
	10% Construction Contingency				\$ 8,300
	Total Construction Cost				\$ 91,700
	28% Indirect Cost				\$ 23,400
	Total Estimated Project Cost				\$ 115,100

TABLE 5.5

CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6

STORM SEWER IMPROVEMENTS
ESTIMATED COSTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Construct Catch Basin 2'x3' Box	EA	15	\$ 1,500	\$ 22,500
2	Construct Catch Basin Manhole	EA	42	\$ 3,000	\$ 126,000
3	15" RC Pipe Sewer	LF	1,950	\$ 28	\$ 54,600
4	18" RC Pipe Sewer	LF	1,000	\$ 30	\$ 30,000
5	21" RC Pipe Sewer	LF	850	\$ 34	\$ 28,900
6	24" RC Pipe Sewer	LF	300	\$ 36	\$ 10,800
7	30" RC Pipe Sewer	LF	400	\$ 40	\$ 16,000
8	Connect to Existing Storm Sewer	EA	5	\$ 1,000	\$ 5,000
	Subtotal				\$ 293,800
	10% Construction Contingency				\$ 29,400
	Total Construction Cost				\$ 323,200
	28% Indirect Cost				\$ 82,300
	Total Estimated Project Cost				\$ 405,500

TABLE 5.6

CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6

UTILITY IMPROVEMENTS
ESTIMATED COSTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Salvage Hydrant and Gate Valves	EA	12	\$ 500.00	\$ 6,000
2	Abandon Watermain	LF	900	\$ 7.00	\$ 6,300
3	PVC Watermain	LF	900	\$ 35.00	\$ 31,500
4	Hydrant and Gate Valve	EA	12	\$ 3,500.00	\$ 42,000
5	6" Gate Valve	EA	20	\$ 1,200.00	\$ 24,000
6	1" Water Service Replacement	EA	25	\$ 2,000.00	\$ 50,000
7	Directional Drill Watermain Service	EA	5	\$ 5,000.00	\$ 25,000
8	Watermain Offset	EA	18	\$ 2,500.00	\$ 45,000
9	Connect to Existing Watermain	EA	2	\$ 1,500.00	\$ 3,000
10	Ductile Iron Fittings	LB	1000	\$ 5.00	\$ 5,000
11	Temporary Water Service	LS	1	\$ 5,000.00	\$ 5,000
12	PVC Sanitary Sewer	LF	800	\$ 35.00	\$ 28,000
13	Sanitary Sewer Manhole (48")	EA	4	\$ 4,000.00	\$ 16,000
14	Sanitary 8"x4" Wye Connection	EA	20	\$ 750.00	\$ 15,000
15	Connect to Existing Sanitary Sewer	EA	4	\$ 1,500.00	\$ 6,000
16	Salvage and Install Sanitary Casting	EA	15	\$ 1,200.00	\$ 18,000
	Subtotal				\$ 325,800
	10% Construction Contingency				\$ 32,600
	Total Construction Cost				\$ 358,400
	28% Indirect Cost				\$ 91,200
	Total Estimated Project Cost				\$ 449,600

TABLE 5.7A

CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6

CRAIG COURT E. DRAINAGE IMPROVEMENTS - OPTION A
ESTIMATED COSTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	LS	1	\$ 1,500.00	\$ 1,500
2	15" RC Pipe Sewer	LF	600	\$ 28.00	\$ 16,800
3	Construct Catch Basin Manhole	EA	5	\$ 3,000.00	\$ 15,000
	Subtotal				\$ 33,300
	10% Construction Contingency				\$ 3,300
	Total Construction Cost				\$ 36,600
	28% Indirect Cost				\$ 9,300
	Total Estimated Project Cost - Option A				\$ 45,900

TABLE 5.7B

CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 6

CRAIG COURT E. DRAINAGE IMPROVEMENTS - OPTION B
ESTIMATED COSTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	LS	1	\$ 1,500.00	\$ 1,500
2	Clearing and Grubbing	ACRE	0.30	\$ 5,000.00	\$ 1,500
3	Remove Security Fence	LF	50	\$ 5.00	\$ 300
4	15" HDPE Pipe Sewer	LF	425	\$ 25.00	\$ 10,600
5	Construct Catch Basin Manhole	EA	3	\$ 3,000.00	\$ 9,000
6	Temporary Construction Fencing	LF	300	\$ 3.00	\$ 900
7	6' Security Fence	LF	50	\$ 25.00	\$ 1,300
8	Site Restoration - Seeding	ACRE	0.30	\$ 5,000.00	\$ 1,500
	Subtotal				\$ 26,600
	10% Construction Contingency				\$ 2,700
	Total Construction Cost				\$ 29,300
	28% Indirect Cost				\$ 7,400
	Total Estimated Project Cost - Option B				\$ 36,700

▪ EXCERPTS FROM:

*South Grove Urban Street
Reconstruction Areas 4, 5 & 6
City Project 2009-09D*

Feasibility Study
And Report

Prepared for:
City of Inver Grove Heights

January 2009



Kimley-Horn
and Associates, Inc.

CITY OF INVER GROVE HEIGHTS

SOUTH GROVE URBAN STREET RECONSTRUCTION AREAS 4, 5, & 6 CITY PROJECT 2009-09D

EXECUTIVE SUMMARY

This feasibility study and report has been prepared for the South Grove Urban Street Reconstruction Areas 4, 5, and 6, City Project 2009-09D. The proposed projects include the reconstruction of City streets within the South Grove Area over the next three years as listed below:

Area 4 (2009 Construction)

- 75th Street East from Cahill Avenue to Clayton Avenue
- Carmen Avenue from 75th Street East to 76th Street East
- 75th Court East south of 75th Street East
- 76th Street East from Carmen Avenue to Clayton Avenue
- Clayton Avenue from 75th Street East to 78th Street East
- 77th Street East from Clayton Avenue to Conroy Way
- 78th Street East from Cahill Avenue to Conroy Way

Area 5 (2010 Construction)

- 75th Street East from Clayton Avenue to Concord Boulevard
- Cloman Way south of 75th Street East
- Conroy Trail (looped road) south of 75th Street
- Craig Way from 75th Street East to Upper 75th Street East
- Conroy Way from 77th Street East to 78th Street East
- 77th Street East from Conroy Way to Dawn Avenue
- 78th Street East from Conroy Way to Concord Boulevard
- Dawn Avenue from 75th Street East to 78th Street East

Area 6 (2011 Construction)

- Dawn Avenue from 66th Street East to 70th Street East
- 69th Street East from Craig Court to Delarosa Court
- Craig Avenue from 69th Street East to 70th Street East
- Crosby Avenue from 69th Street East to 70th Street East
- Upper 69th Street East from Dawn Avenue to Delaney Avenue
- Delaney Avenue from 69th Street East to 70th Street East

Along with the reconstruction of the roadway section, the project will also include storm sewer and watermain improvements throughout the three project areas.

The estimated costs for the proposed improvements are detailed below. These costs include a 10% construction cost contingency and a 28% allowance for indirect costs.

Area 4 (2009 Construction)

Roadway Improvements	\$ 2,387,500
Storm Sewer Improvements	700,400
Utility Improvements	670,200
<u>Easement Costs</u>	<u>75,000</u>
Total Estimated Costs	\$ 3,833,100

Area 5 (2010 Construction)

Roadway Improvements	\$ 2,723,100
Storm Sewer Improvements	929,100
Utility Improvements	630,700
<u>Easement Costs</u>	<u>20,000</u>
Total Estimated Costs	\$ 4,302,900

Area 6 (2011 Construction)

Roadway Improvements	\$ 1,416,400
Storm Sewer Improvements	295,800
<u>Utility Improvements</u>	<u>167,000</u>
Total Estimated Costs	\$ 1,879,200

Consistent with previous South Grove Street Reconstruction projects, the improvements are proposed to be financed through a combination of Municipal State Aid funds, City Pavement Management Program (PMP) funds, City Water Connection funds, and special assessments to benefitting residents. This report is intended to outline the financing methodology for Areas 4, 5, and 6 of the project. However this report only serves to identify the financing plan and preliminary assessment roll for Area 4 of the South Grove Urban Street Reconstruction project.

INTENTIONALLY OMITTED

1. INTRODUCTION

The City of Inver Grove Heights continues to implement a Pavement Management Program (PMP) throughout the South Grove Area. The streets within the project area were originally constructed more than 30 years ago and are in need of rehabilitation. Since 2006 the City has reconstructed Areas 1, 2, and 3 of the South Grove area.

On December 8, 2008 the Inver Grove Heights City Council authorized the preparation of a feasibility study for the South Grove Urban Street Reconstruction Areas 4, 5, and 6, City Project 2009-09D. The project area includes the following street segments:

Area 4 (2009 Construction)

- 75th Street East from Cahill Avenue to Clayton Avenue
- Carmen Avenue from 75th Street East to 76th Street East
- 75th Court East south of 75th Street East
- 76th Street East from Carmen Avenue to Clayton Avenue
- Clayton Avenue from 75th Street East to 78th Street East
- 77th Street East from Clayton Avenue to Conroy Way
- 78th Street East from Cahill Avenue to Conroy Way

Area 5 (2010 Construction)

- 75th Street East from Clayton Avenue to Concord Boulevard
- Cloman Way south of 75th Street East
- Conroy Trail (looped road) south of 75th Street
- Craig Way from 75th Street East to Upper 75th Street East
- Conroy Way from 77th Street East to 78th Street East
- 77th Street East from Conroy Way to Dawn Avenue
- 78th Street East from Conroy Way to Concord Boulevard
- Dawn Avenue from 75th Street East to 78th Street East

Area 6 (2011 Construction)

- Dawn Avenue from 66th Street East to 70th Street East
- 69th Street East from Craig Court to Delarosa Court
- Craig Avenue from 69th Street East to 70th Street East
- Crosby Avenue from 69th Street East to 70th Street East
- Upper 69th Street East from Dawn Avenue to Delaney Avenue
- Delaney Avenue from 69th Street East to 70th Street East

Refer to Exhibit 1 in Appendix A for the project location map.

2. PROPOSED PUBLIC IMPROVEMENTS

The following is a summary of the proposed improvements included as a part of this project.

A. Roadway Improvements

The streets within the project area were constructed during the 1960's and early 1970's. Based on the current pavement condition index (PCI) rating, as generated by City of Inver Grove Heights staff, and the overall age of the streets within the project area, full reconstruction of the existing streets is recommended. The average PCI for the streets is 34 out of a possible 100. Any rating below 35 warrants full reconstruction as determined by City policy.

The majority of the streets currently have concrete curb and gutter, although a few have bituminous curb. According to the soil borings, there is generally 3-4 inches of existing bituminous pavement throughout the project area.

The full reconstruction of the City streets will include the following improvements:

a. Bituminous Pavement Reclamation

Consistent with past years of street reconstruction projects in the South Grove Area, the existing bituminous pavement will be reclaimed along with the top portion of the exiting subgrade. The reclamation process produces a material that can be used as aggregate base, and as in past years, can also be used as granular subgrade if properly screened. The pavement reclamation process significantly decreases the subgrade construction costs.

b. Curb and Gutter Removal

Prior to the reconstruction of Area 1 of South Grove in 2006, the City Council made a policy decision to replace all of the existing curb and gutter in urban street reconstruction projects. This decision was based on the recommendation given by American Engineering Testing, Inc. (AET) in the Report of Subsurface Exploration and Geotechnical Review (Geotechnical Report), dated September 2005, to remove all curb and gutter to provide subgrade treatments.

c. Subgrade Excavation/Preparation

The Geotechnical Report recommended two approaches to establish an adequate subgrade; they are described below.

Sand Sub-base Approach

This approach will be used in areas where the in-place soil is a clayey sand, lean clay, or sandy lean clay type. This approach includes a standard sub-cut of 1 foot, backfilled with 1 foot of granular material below the aggregate base and bituminous pavement. The granular material will come from on-site suitable material where possible, including reclaimed bituminous meeting the specifications, or hauled in from off-site. Where organic soils are exposed, they will be sub-cut to the underlying suitable soils with the sub-cut being backfilled with granular material. All subgrade will be test rolled. Soils found to be unstable will be corrected with sub-cutting and replacement or with scarification, drying, and re-compaction. For street section uniformity,

AET recommends that the sub-base should extend beneath the curb.

Compaction Sub-cut Approach

This approach will be used in areas where in-place subgrade soil is a silty sand or sand with silt. This approach includes a standard sub-cut of 1 foot to be blended to a uniform consistency, replaced in the cut, and compacted below the aggregate base and bituminous pavement.

The soil borings show approximately 40% of the streets within the project area will require the sand sub-base approach while the remaining streets will be constructed using the compaction sub-cut approach. Soil conditions will be verified at the time of construction, and the recommended approach will be confirmed or changed during construction activities.

d. Typical Street Section

The City's standard urban street section consists of a roadway with B618 concrete curb and gutter and a typical pavement section of 24 inches of select granular borrow, 6 inches of aggregate base, and 4 inches of bituminous pavement. With the AET recommendation for subgrade preparation, the project will not include the standard 24 inches of select granular borrow. The typical section for all streets will be 4 inches of bituminous pavement and 6 inches of aggregate base on top of an approved subgrade as described above.

Existing street widths vary throughout the project area. In the past the City has reconstructed all non-State Aid streets to a 31 foot back-of-curb to back-of-curb width and State Aid streets to either 32 feet or 38 feet face-of-curb to face-of-curb width depending on the parking conditions. Given the variability in street widths across this project area, City staff has recommended a greater variety in proposed street widths for this project. In general, all street widths will match existing widths or be constructed to match other adjacent street segments. A table is provided in Appendix A (Exhibit 2) showing the existing street widths and City staff recommendation for proposed street widths.

e. Residential Driveway Reconstruction

The reconstruction of the City streets will disturb residential driveways throughout the project area. As in past years, it is the City's policy to replace a resident's driveway in-kind to the construction tie-in point which maintains a reasonable transition. All driveways will be constructed with a 6-inch crushed limestone base under the 4 inches of either asphalt or concrete depending on the existing driveway material.

f. Sidewalk Improvements

Sidewalk in the project area will be partially replaced or repaired as required. Final determination on the extent of sidewalk improvements will be made

during the final design stages. All pedestrian ramps will be upgraded to meet the current Americans with Disabilities Act (ADA) Standards.

B. Storm Drainage Improvements

In conjunction with this feasibility report, a Technical Memorandum has been prepared to analyze the existing drainage systems of the project area and it is included as Appendix B to this report. The Technical Memorandum identifies the deficiencies in the existing drainage systems and identifies improvements necessary to upgrade the drainage systems based on criteria set forth by City staff, which includes a 10-year design.

As indicated in the Technical Memorandum, the southern portion of the project contains a significant amount of in-place storm sewer. Much of the existing storm sewer is undersized based on standard engineering principles for storm sewer design in the area and is recommended for replacement. The design approach is consistent with the design strategy used in 2008 South Grove Street Reconstruction project.

As part of the drainage analysis, we explored the feasibility of implementing regional stormwater best management practices (BMPs). In our preliminary drainage analysis of the project area, we have not identified any locations that are well suited for regional BMPs. City owned parcels containing some open space are either heavily wooded or are not located such that they are able to receive stormwater.

Area 3 of the South Grove area, constructed in 2008, was the first City project to implement neighborhood rain gardens within roadway right-of-way. The installation of rain gardens helps the City meet the MS4 requirements set forth by the US Environmental Protection Agency and administered through the Minnesota Pollution Control Agency. Based on feedback from residents, Dakota County Soil and Water Conservation District staff, and City staff, the implementation of the rain garden program was a success. It is recommended that the program be continued through Areas 4, 5, and 6. The size and location of rain gardens will be identified during final design.

C. Sanitary Sewer Improvements

In 2008, the sanitary sewer within the project areas was televised by City utility staff. The condition of the existing 8-inch clay pipe was found to be acceptable. Any minor repairs will be identified during the final design and construction phases.

All sanitary sewer castings will be replaced as part of the roadway reconstruction. Consistent with previous years, castings will be salvaged and delivered to the City, with new castings being installed.

D. Watermain Improvements

The existing watermain in the project is generally cast iron pipe installed in the 1960's and 1970's. The project area also includes a 20-inch ductile iron watermain

along the south side of 75th Street East from Cahill Avenue to Clayton Avenue and a 16-inch ductile iron watermain from Clayton Avenue to Concord Boulevard along 75th Street East. The larger watermain along 75th Street East is in addition to the 6-inch cast iron pipe watermain which runs along the north side of the roadway.

Cast iron pipe tends to be more prone to breaks than ductile iron pipe, which is commonly used in today's standard watermain installation. Although it is common to replace all existing cast iron pipe that is nearly 50 years old, City staff is recommending partial replacement of the watermain and full replacement of all hydrants and gate valves in the project area. New gate valves will also be added as required for better zone isolation coverage. Staff recommendation for the watermain improvements was reached after analyzing five factors: fire protection, existing pipe condition/age, breakage history, in-place soil type, and replacement.

Along 75th Street, the 6-inch cast iron watermain will be abandoned in-place. The existing hydrants in the area currently are connected to both the 6-inch watermain and the larger main (either 16-inch or 10-inch depending on the location). All hydrants and leads in the project area will be replaced. The new hydrants and leads will be connected only to the larger main. Currently all services along 75th Street are connected to only the 6-inch watermain. As part of the abandonment of the main, the existing services will be removed to the curb stop and replaced with new services connected to the larger main. Curb stops will also be replaced.

All watermain along 78th Street East will be removed and replaced with 8-inch watermain due to the large number of breaks throughout the life of the watermain. The intersection of 78th Street and Clayton Avenue has also been identified as a location for a pressure reducing station to be installed along the main.

All other watermain in the area will remain in-place, with the replacement of all hydrants and gate valves. Exhibits 3A, 3B, 4A, and 4B in Appendix A include maps showing existing watermain and proposed watermain improvements, respectively.

E. Private Utility Conflicts

The project area contains typical private utilities associated with any residential neighborhood. Since all construction activities will occur within public right-of-way, any private utility work necessary to mitigate conflicts with the proposed improvements will be at the cost of the private utility. Individual utility conflicts and necessary mitigation methods will be determined during the final design phase.

3. CONSTRUCTION PHASING

Areas 4, 5, and 6 of the South Grove Urban Street Reconstruction project encompass approximately five miles of City streets, multiple drainage systems, and significant City water utility improvements. The large scope of the project does not make it financially

feasible for the City to construct all improvements in one or two years. In order to establish reasonably sized projects which are feasible from financial and constructability aspects, it was necessary to explore multiple phasing options which accounted for the following phasing constraints:

A. Storm Sewer Constructability

The storm sewer improvements summarized above and detailed in the Technical Memorandum in Appendix B must be phased as to not significantly disrupt drainage patterns during the separate phases of construction. Constructability of the storm sewer becomes an even greater constraint as we are utilizing as much of the existing drainage systems as possible.

B. Dawn Avenue to Remain Open in 2009

Due to the Dakota County Concord Boulevard reconstruction project, it is necessary that Dawn Avenue be open during the 2009 construction season as a detour route. Any phasing option requires a 2010 or later construction year for the reconstruction of Dawn Avenue from 75th Street to 78th Street and 66th Street to 70th Street.

C. Overall Project Constructability

To minimize the disruption to residents over multiple years, it was important to include the reconstruction of adjacent streets in the same phasing area wherever possible. Keeping adjacent streets within the same reconstruction area also reduces construction costs and increases project safety as there is less construction traffic outside the project area.

D. Balance of City PMP and State Aid Funds

As part of the phasing analysis, it was important to balance the City PMP and State Aid funds expenditures throughout the three construction seasons as possible.

Using the above phasing priorities and input from City staff, it is our recommendation that Areas 4, 5, and 6 of the South Grove Urban Street Reconstruction be as follows:

Area 4 (2009 Construction)

- 75th Street East from Cahill Avenue to Clayton Avenue
- Carmen Avenue from 75th Street East to 76th Street East
- 75th Court East south of 75th Street East
- 76th Street East from Carmen Avenue to Clayton Avenue
- Clayton Avenue from 75th Street East to 78th Street East
- 77th Street East from Clayton Avenue to Conroy Way
- 78th Street East from Cahill Avenue to Conroy Way

Area 5 (2010 Construction)

- 75th Street East from Clayton Avenue to Concord Boulevard
- Cloman Way south of 75th Street East

- Conroy Trail (looped road) south of 75th Street
- Craig Way from 75th Street East to Upper 75th Street East
- Conroy Way from 77th Street East to 78th Street East
- 77th Street East from Conroy Way to Dawn Avenue
- 78th Street East from Conroy Way to Concord Boulevard
- Dawn Avenue from 75th Street East to 78th Street East

Area 6 (2011 Construction)

- Dawn Avenue from 66th Street East to 70th Street East
- 69th Street East from Craig Court to Delarosa Court
- Craig Avenue from 69th Street East to 70th Street East
- Crosby Avenue from 69th Street East to 70th Street East
- Upper 69th Street East from Dawn Avenue to Delaney Avenue
- Delaney Avenue from 69th Street East to 70th Street East

Exhibit 5 in Appendix A details the proposed project phasing map.

4. RIGHT-OF-WAY/EASEMENT REQUIREMENTS

All street and utility improvements will be constructed within existing City right-of-way. However, there are small portions of the proposed storm sewer system that will require the acquisition of permanent and temporary construction easements. Two parcels from which permanent and temporary easements will be acquired are located in Area 4 of the project, while three parcels within Area 5 require only temporary easements.

Please see Exhibit 6 of Appendix A for an easement acquisition map. Final easements will be identified during the final design stage.

The following is an estimate of easement acquisition costs for the project:

<u>Area 4 (2009 Construction)</u>	
Permanent Drainage Easement	\$ 50,000
Temporary Construction Easement	\$ <u>25,000</u>
Total Estimated Easement Costs	\$ 75,000

<u>Area 5 (2010 Construction)</u>	
Temporary Construction Easement	\$ <u>20,000</u>
Total Estimated Easement Costs	\$ 20,000

5. ESTIMATED COSTS

The estimated costs are shown below for Areas 4, 5, and 6 of the South Grove Urban Street Reconstruction project. The total estimated project cost includes a 10% construction contingency and the following items at a percentage of the construction cost: 15% engineering, 1% fiscal, 1% legal, 3% administrative, and 8% capitalized interest.

Area 4 (2009 Construction)

Total Construction	\$ 2,995,600
Easement Costs	75,000
Engineering	408,500
Fiscal	27,200
Legal	27,200
Administration	81,700
Capitalized Interest	<u>217,900</u>
Total Estimated Project Cost	\$ 3,833,100

Area 5 (2010 Construction)

Total Construction	\$ 3,413,900
Easement Costs	20,000
Engineering	465,600
Fiscal	31,000
Legal	31,000
Administration	93,100
Capitalized Interest	<u>248,300</u>
Total Estimated Project Cost	\$ 4,302,900

Area 6 (2011 Construction)

Total Construction	\$ 1,497,900
Engineering	204,300
Fiscal	13,600
Legal	13,600
Administration	40,850
Capitalized Interest	<u>108,950</u>
Total Estimated Project Cost	\$ 1,879,200

The total project cost for Areas 4, 5, and 6 is \$ 10,015,200. Detailed cost estimates are provided in Appendix C.

6. METHOD OF FINANCING

The proposed project will receive funding from the City's Pavement Management Program fund, Municipal State Aid funds, special assessments to benefitting residents, and the City water connection fund. The following is a summary of the proposed financing sources for the project.

Municipal State Aid Account

Clayton Avenue, Dawn Avenue, and 75th Street East are designated as State Aid Routes and will qualify for State Aid funding. State Aid funding will cover 100% of roadway improvements for the aforementioned streets. For the purposes of the feasibility cost estimate, it has been assumed that State Aid funding will cover 75% of storm sewer costs on Clayton Avenue, Dawn Avenue, and 75th Street East. The exact amount of State Aid funding for the storm sewer costs will be determined by Mn/DOT Water Resources during the final design phase. Per State Aid rules, no watermain or sanitary sewer improvements will be eligible for State Aid funding.

Pavement Management Fund

This project is part of the City's annual PMP. Under the approved financing policy for the PMP, the City contributes 20 percent of the total project costs for reconstruction projects for local streets. Based on previous Council discussions concerning street reconstruction projects, the preliminary assessment calculations assume a 30 percent City contribution. An exception to the City's contribution is where streets currently do not have concrete curb and gutter. In those areas, the PMP will not contribute any funds towards the new concrete curb and gutter. On streets that are on the City's Municipal State Aid System or designated as higher volume than a typical local street, the assessments are based on the cost for a typical local street. The PMP may also fund a portion of the storm sewer construction that might otherwise not be sustainable if specially assessed (as defined in an assessment analysis from a certified appraiser).

Water Connection Fund

All costs associated with the replacement of existing hydrants and valves, cutting in new valves, relocating watermain as a result of storm sewer construction, and replacing existing watermain will be funded by the City water connection fund.

Special Assessments

The property owners' share of the street reconstruction cost and a portion of the costs from the storm sewer construction will be funded from special assessments in accordance with Minnesota Statutes Chapter 429.

7. SPECIAL ASSESSMENTS

The assessments outlined in this section and identified in the preliminary assessment roll in Appendix D are for the South Grove Urban Street Reconstruction Area 4 project only. Special assessments for Areas 5 and 6 will be identified in a separate assessment roll as the projects near construction.

INTENTIONALLY OMITTED

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider the First Reading of an Ordinance Amending the City’s Code, Title 1 Chapter 6, Article A Personnel Policy, Section 12 -1 Vacation Leave

Meeting Date: February 14, 2011
Item Type: Regular
Contact: JTeppen, Asst. City Admin
Prepared by:
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider the first reading of an ordinance amending the City’s Code, Title 1 Chapter 6, Article A Personnel Policy, Section 12 -1 Vacation Leave.

SUMMARY During negotiations with IUOE Local 70 the City agreed to increase the number of hours of vacation accrued for those employees with 18 or more years of service from 182 hours annually to 184 hours annually. The reason behind the adjustment is so that the number of hours accrued divide into increments of eight.

This adjustment is effective January 1, 2011 for members of IUOE, Local 70, and it is the City’s intention to negotiate the same with the other bargaining units and by amendment of the Code, to make the increase effective for the non-union bargaining group.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 6, ARTICLE A PERSONNEL POLICY,
SECTION 12-1 VACATION LEAVE**

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

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 1, Chapter 6, Article A Personnel Policy, Section 12-1 Vacation Leave is hereby amended to read as follows:

- A. Amount: Employees serving their orientation period and full time employees shall earn vacation leave according to the accrual table below:

Continuous Years Of Service	Annual Hours Of Vacation Accrual
0 through end of 5	80
Beginning of 6 through end of 8	120
Beginning of 9 through end of 12	144
Beginning of 13 through end of 17	168
Beginning of 18 or more	182 <u>184</u>

(Ord. 1179, 8-25-2008)

- B. Use Of Time: Vacation leave may be used as earned, provided that the supervisor and/or department head shall determine the time at which vacation leave may be taken. No employee shall be permitted to take vacation leave in advance of accrual, except as provided for in subsection 1-6A-13-4D3c of this article. Vacation leave shall accrue during a new employee's orientation period, but not be eligible for use until the completion of six (6) months of continuous service.
- C. Accrual: Employees may accrue vacation leave to a maximum of two hundred forty (240) hours. In the event an employee has been unable to take advantage of vacation leave as earned with the result said employee has accumulated a total of two hundred forty (240) hours' vacation, one may be absent from work with notice to take vacation leave and thus prevent the loss of vacation leave beyond the maximum of two hundred forty (240) hours. Any vacation accrued beyond the two hundred forty (240) hour limit must be taken as it is accrued, otherwise it is ineligible for accrual, subject to subsection D of this section.
- D. Accrual Waiver: The maximum amount of vacation leave (240 hours) that can be accrued by individual employees may be waived by the city administrator. The waiver may be a result of, but not limited to, department reorganization, position vacancies, excessive workloads and procedural or system changes.

- E. Waiver Restriction: Vacation leave is intended as a period of rest and relaxation and shall not be waived by an employee for the purpose of receiving double pay. (Ord. 888, 3-11-1997)
- F. Entitlement Upon Termination Or Death: Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued to the date of separation. Upon an employee's death, the spouse, designated beneficiary or estate shall be paid the benefit. (Ord. 1128, 3-13-2006)
- G. Scheduling: While every effort will be made to give employees the vacation period requested, vacations will be scheduled to ensure normal operation of the department. (Ord. 888, 3-11-1997)

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 14th day of March, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk