

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MARCH 28, 2011
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS:

4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

A. Minutes – March 14, 2011 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending March 23, 2011 _____

C. Resolution Extending Period of Local Emergency _____

D. Resolution to Contract during a Special Emergency _____

E. Approve Request for Proposal to Provide Services related to Compliance with Americans with Disabilities Act, Sec. 504 & the Minnesota State Building Code, M.R. Chapter 1341 _____

F. Approve Proposal for Architectural Services for Heritage Village Park _____

G. Approve North Valley Disc Golf Operations Agreement _____

H. Personnel Actions _____

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

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Skyview Park Athletic Field Conversion Project _____

B. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for the 2010 Pavement Management Program, City Project No. 2010-12, 59th Street Improvements _____

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. CITY OF INVER GROVE HEIGHTS; Consider the Third Reading of an Ordinance Amendment relating to Off-Sale Intoxicating Liquor Licenses _____

FINANCE:

B. CITY OF INVER GROVE HEIGHTS; Approve Carryover of Unused Budget Appropriations and Approve Transfers and Budget Amendments _____

PUBLIC WORKS:

C. CITY OF INVER GROVE HEIGHTS; Consider Approving a Temporary Stockpiling Easement Agreement and a Permanent Storm Sewer Utility Easement Agreement and Clear Zone Covenant for the South St. Paul Airport for City Project No. 2011-09D _____

ADMINISTRATION:

D. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance related to Emergency Management _____

E. CITY OF INVER GROVE HEIGHTS; Consider Approval of Agreement to Abate a Failed Septic System Nuisance _____

F. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 21 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project _____

8. MAYOR AND COUNCIL COMMENTS:

9. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 14, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, March 14, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Finance Director Lanoue, and Deputy Clerk Rheaume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Piekarski Krech removed Item 4I, Approve Contract for Surveying City Park Property, from the Consent Agenda.

- A. Minutes – February 28, 2011 Regular Council Meeting
- B. **Resolution No. 11-31** Approving Disbursements for Period Ending March 9, 2011
- C. Pay Voucher No. 21 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation
- D. Request Approval of Capital Asset Policy
- E. Receive Quotes and Award Contract for Repair of Water Intrusion Damage in the Public Works Maintenance Building
- F. **Resolution No. 11-32** Approving Release of Claims
- G. **Resolution No. 11-33** Receiving Petition and Ordering Preparation of a Feasibility Report for Street Improvements on 93rd Street, from 90th Street East to Abigail Ct.
- H. **Resolution No. 11-34** Receiving Feasibility Study for City Project No. 2010-20, North Argenta/Robert District Trunk Sanitary Sewer and Water Main Improvements
- J. Approve Plans/Spec for Splash Pool Air Handler
- K. Approve Turf Care Products in the Park System for 2011
- L. Accept Proposal for Splash Pool Ultraviolet Sanitation System
- M. Approve a Contract with Hoisington Koegler Group, Inc. for the Concord Boulevard Neighborhood Plan Update
- N. Approve Therapeutic Massage Business License for Premises Located at 7109 Cahill Ave
- O. Approve Therapeutic Massage Business License for Premises Located at 6775 Cahill Ave. #103
- P. Personnel Actions

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

Ayes: 4

Nays: 0 Motion carried.

- I. Approve Contract for Surveying City Park Property

Councilmember Piekarski Krech questioned why the civic campus needs to be surveyed and where the private property lines were that abut the City's property. She suggested that money could be used to survey other park property in the City.

Mr. Lynch explained the intention was to survey all City property, including the civic campus.

Mark Borgwardt, Parks Superintendent, stated there is a property line between City property and the funeral home that should be identified as well as a Mn/DOT property line and a private parcel to the south of the public works maintenance facility.

Motion by Madden, second by Grannis, to approve Contract for Surveying City Park Property

Ayes: 4

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Allan Cederberg, 1162 East 82nd Street, explained he would like to discuss the format of the upcoming town hall meeting. He opined that a real town hall meeting is one at which citizens can ask questions of all five Council members in an open forum. He commented that it is a waste of time to talk to the department heads because they ultimately answer to the Council.

Mayor Tourville stated that is not the format that has been established for town hall meetings and commented that the meetings are not meant to be debates. He explained that each department will discuss key issues affecting the City and residents, and attendees will have opportunities to ask questions. He noted the City would also host a meeting specific to local businesses.

Councilmember Piekarski Krech encouraged residents to contact members of the Council directly with questions or concerns. She noted that each Council member's phone number and email address is public information.

Councilmember Madden asked that residents call him if they have questions or issues that they would like him to look into.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Approval of Change in On-Sale/Sunday Intoxicating Liquor Licensee Names for Premises located at 5639 and 5723 Bishop Ave.

Ms. Rheaume stated the proposed changes would only affect the names of the establishments and noted no ownership changes were proposed.

Mayor Tourville clarified that the establishment formerly known as Major's would be called B-52 Burgers & Brew and the only other change was to the corporate name for Outback Steakhouse.

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

Ayes: 4

Nays: 0 Motion carried.

Motion by Madden, second by Grannis, to approve changes to On-Sale/Sunday Intoxicating liquor licensee names for premises located at 5639 and 5723 Bishop Ave.

Ayes: 4

Nays: 0

B. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for the 2010 Pavement Management Program, City Project No. 2010-09C, Blaine Avenue from 64th Street to 200 feet south of Blackshire Path, Mill and Overlay

Mr. Kaldunski stated the 2010 mill and overlay included a bituminous mill and overlay of Blaine Avenue, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, and striping. He explained one City-owned property and ten (10) residential parcels are proposed to be assessed. He noted the total project cost was \$155,380.43. He explained according to the approved funding policy for the Pavement Management Program, the City portion must consist of at least 20% of the assessable project cost, plus extra bituminous width, corner credits, and items, such as striping, that are 100% covered by the City. He stated the total City portion is \$119,203.02, plus a \$5,493.74 assessment. He explained commercial properties are assessed on a front footage basis and

single family parcels are proposed to be assessed \$3,068.37 over a five (5) year term at a 5% interest rate. He noted the appraiser's recertification indicates the project provides added value to the properties up to \$4,000 per parcel. He stated the final assessment amount is \$36,177.44, or 23% of the project cost. He reviewed the assessment deferral policy and the criteria for qualification.

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

Ayes: 4

Nays: 0 Motion carried.

Mayor Tourville suggested that 20% of the project cost be assessed due to the fact that the project area included a large piece of state-owned property that could not be assessed. He stated that the calculated assessments for the single-family parcels would have been lower if the state-owned property had been developed with single-family homes.

Councilmember Piekarski Krech asked what single-family parcels were assessed for recent mill and overlay projects.

Mr. Kaldunski responded that assessments ranged from \$2,200 to \$2,600.

Councilmember Piekarski Krech clarified that the proposed assessment is equal to what it would be if everything was residential property.

Mr. Kaldunski explained the credit for the state aid property is included in the proposed assessments.

Motion by Piekarski Krech, second by Grannis, to approve Resolution No. 11-36 adopting the Assessment Roll for City Project No. 2010-09C, Blaine Avenue from 64th Street to 200 feet South of Blackshire Path, Mill and Overlay

Ayes: 4

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Resolution Ordering the Project, Approving the Plans and Specifications, and Authorizing Advertisement for Bids for the 2011 Pavement Management Program, City Project No. 2011-09D – Urban Street Reconstruction Project (South Grove Area 6)

Mr. Kaldunski stated the project was initiated by the City Council as part of the Pavement Management Program. He reviewed the proposed project area and stated the project would involve areas of both total and partial reconstruction, as well as areas of mill and overlay. He explained work would also include: curb and gutter removal/replacement, driveway reconstruction, sidewalk removal/replacement, drainage improvements, water main improvements, regrading of Skyview Park, soil disposal, rapid infiltration basins, restoration and appurtenances. He stated the total project cost is estimated to be \$4,377,300, including the cost to grade the rain gardens and install the soil. He noted the total amount proposed to be assessed is \$2,385,195 as per the Pavement Management Policy.

Mr. Kaldunski stated 111 single-family parcels are proposed to be assessed for street and drainage improvements, 42 single-family parcels for drainage improvements, 9 multi-family parcels and 6 Commercial/Institutional parcels. He explained if no credits were given and no assessment caps were considered by the Council, the estimated assessment for street reconstruction would be \$11,854.10 per single-family residential parcel and would increase from \$11,980 to \$20,885 when the assessment for drainage improvements is added. The estimated street assessment for multi-family parcels is estimated at \$11,598 per parcel when drainage assessments are added. Commercial property assessments would range from \$5,285 to \$46,300.

Mayor Tourville reiterated the amounts did not include any credits or caps.

Mr. Kaldunski explained the appraisal analysis that was completed by Metzen Appraisals presented the opinion that an assessment amount of \$4,000 per single-family residential parcel is sustainable. An assessment appraisal of \$4,000 per twin home parcels and \$6,000 assessments for duplex parcels could be sustained, and multi-family parcels have a suggested \$2,000/unit assessment cap. He stated the

commercial property assessments as presented were deemed to be fair and equitable, provided the amount is less than \$1.00 per square foot. He noted if the appraisal recommendations were followed, the proposed total project assessment would be reduced to \$1,093,462.83.

Mr. Kaldunski stated the Parks and Recreation Department sent notice to 107 residents seeking comment on the Skyview Park proposed modifications and a total of ten (10) residents attended the informational session on the park changes. He noted a separate public hearing would be held at the March 28th Council meeting to discuss the proposed modifications. He explained the Parks and Recreation Department believes the City should move forward with the park modifications because it benefits the street project by providing a nearby disposal site, thereby reducing hauling costs, and it would also provide rectangular space for fields (soccer, lacrosse) which is in line with the comprehensive plan.

Councilmember Madden clarified that other work is proposed to be done on Craig Ct. in addition to the street reconstruction.

Mr. Kaldunski stated in addition to the street reconstruction, extensive drainage improvements are also proposed.

Mayor Tourville stated the residents on Craig Ct. felt that the road did not need to be a full reconstruction.

Mr. Kaldunski explained a geotechnical firm obtained core samples from the street and their recommendation was that the road should be reconstructed at this time.

Jerome Grunstad, 3872 67th St. E., stated he has been assessed for drainage improvements in past projects and asked for clarification as to why he would be assessed again for similar work.

Mr. Kaldunski stated the prior assessment was for the installation of a trunk sanitary sewer line and the current proposal is for connection to that line. He noted that any amount previously paid would be taken off the total assessment for this project.

Gary Wiberg, 6830 Craig Ct., stated the street on Craig Ct. does not need to be completely reconstructed. He suggested that a mill and overlay be done for maintenance purposes and to reduce the assessments for property owners.

Bob Dahl, 6800 Craig Ct., disagreed with the recommendation from the geotechnical consultant. He opined that the condition of the street and curb is fine and noted he has not experienced any drainage issues. He suggested that a mill and overlay be done.

John Doffing, 4161 69th Street East, asked why a road that was installed in 1993 needs mill and Overlay work.

Mr. Kaldunski explained the street has bumps and cracks and they would like to smooth the road out and eliminate the opportunity for those issues to become worse.

Marrah Anderson, 6941 Dawn Avenue, asked when the last mill and overlay was done on Dawn Avenue. She stated they have major potholes and questioned why the City waited so long to fix the problem. She opined that the residents along Dawn Avenue do not want a sidewalk.

Mayor Tourville responded that the infrastructure of the City is very important and the Council implemented the Pavement Management Program to annually address the areas of the City that need work the most. He noted this project would be the final phase in the South Grove area.

Joe Taylor, 6950 Crosby Ave., asked if the eligibility for the deferment program was based on income.

Mr. Kaldunski responded that applicants must be over the age of 65, handicapped, or a veteran. He noted if applicants meet one of those criteria, eligibility for the program is based on income.

Mr. Taylor asked why the proposed sidewalk would not go down 69th Street. He stated it could still connect to Concord Boulevard and would not cut in to anyone's yard.

Mr. Kaldunski responded that construction of a new sidewalk is a public safety issue. He explained this project provides the City an opportunity to install a safe place for pedestrian traffic along a State Aid street. He noted the installation along Dawn Avenue also coincides with the results of the trail analysis completed by the Parks and Recreation Department.

Mayor Tourville noted that the trail plan has shown a sidewalk along Dawn Avenue for years.

Mr. Lynch stated the proposed modifications at Skyview Park should be included in any motion to approve the project because the City is pursuing a grant from the MN DNR. He explained the Council would have the option to remove the proposed modifications from the project after the public hearing on the 28th, but cannot add them back into the project and still apply for the grant.

Mayor Tourville questioned if the Council could approve the project but request that additional borings be done on Craig Court to verify that a complete reconstruction is needed right now.

Mr. Kaldunski stated the City could request alternate bids for partial reconstruction or mill and overlay work on Craig Court in order to keep the project moving forward while additional soil borings are obtained.

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

Ayes: 4

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Grannis, to adopt Resolution No. 11-37 Ordering the Project, Approving the Plans and Specifications, and Authorizing Advertisement for Bids for the 2011 Pavement Management Program - City Project No. 2011-09D, Urban Street Reconstruction Project (South Grove Area 6) with the inclusion of bid alternates for the work on Craig Court and the Skyview Park modifications

Ayes: 4

Nays: 0 Motion carried.

The City Council took a five minute break.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance Amendment relating to Off-Sale Intoxicating Liquor Licenses

Mr. Kuntz explained the ordinance extends the time for relocation by six months. He noted there were no changes since the first reading.

Motion by Grannis, second by Madden, to approve the Second Reading of an Ordinance Amendment relating to Off-Sale Intoxicating Liquor Licenses

Ayes: 4

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider the Third Reading of an Ordinance Establishing Timeframe for Completion of Exterior Work pursuant to a Building Permit

Mr. Kuntz explained the changes that were made between the first and second reading. He stated no changes were suggested after the second reading.

Motion by Grannis, second by Madden, to adopt Ordinance No. 1232 Establishing Timeframe for Completion of Exterior Work pursuant to a Building Permit

Ayes: 3

Nays: 1 (Piekarski Krech) Motion carried.

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance related to Emergency Management

Mr. Lynch stated with the increased possibility of flooding along the river, the city code's section relating to emergency management was reviewed and slight modifications are proposed. He explained the significant changes address how the City deals with the deployment of resources on both local and national levels.

Motion by Piekarski Krech, second by Grannis, to adopt the First Reading of an Ordinance related to Emergency Management

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

A. Discuss Property Acquisition Associated with the Rock Island Swing Bridge

B. Doffing Avenue Property Acquisitions

C. Litigation Status Summary

- i) Ades v. City of Inver Grove Heights
- ii) Qwest v. City of Inver Grove Heights
- iii) LCF Funding I, LLC v. City of Inver Grove Heights
- iv) Grace Christian Reform Church v. City of Inver Grove Heights

10. ADJOURN: Motion by Grannis, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 10:21 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 28, 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 March 10, 2011 to March 23, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 23, 2011. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$211,798.41
Debt Service & Capital Projects	34,883.20
Enterprise & Internal Service	412,673.97
Escrows	7,437.00
	<hr/>
Grand Total for All Funds	<u><u>\$666,792.58</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Accountant at 651-450-2488 or Cathy Shea, Asst. Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period March 10, 2011 to March 23, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING MARCH 23, 2011**

WHEREAS, a list of disbursements for the period ending March 23, 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	\$211,798.41
	Debt Service & Capital Projects	34,883.20
	Enterprise & Internal Service	412,673.97
	Escrows	7,437.00
	Grand Total for All Funds	<u>\$666,792.58</u>

Adopted by the City Council of Inver Grove Heights this 28th day of March, 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
03/14/2011	105348	TURITTO'S PIZZA	COUNCIL WORK SESSION	101-1000-413.50-75		3/2011	92.27
						* Total	92.27
03/16/2011	105351	AVCAM	COREY THOMAS RENEWAL	101-4000-421.50-70		3/2011	30.00
						* Total	30.00
03/16/2011	105353	BRIGUET, RICHARD	3/6/11 EXPENSES	101-4200-423.50-75		3/2011	154.52
						* Total	154.52
03/16/2011	105356	CAPSTONE HOMES	REFUND PLAN REVIEW FEE	101-0000-322.15-00		3/2011	837.90
						* Total	837.90
03/16/2011	105359	CITY OF SAINT PAUL	RADIO SERV/MAINT FOR 2/11	101-4000-421.40-42		3/2011	61.88
						* Total	61.88
03/16/2011	105365	DAKOTA CTY	COMPUTER ACCESS INVOICE	101-2000-415.30-70		3/2011	16.16
			COMPUTER ACCESS INVOICE	101-4000-421.30-70		3/2011	2.40
			COMPUTER ACCESS INVOICE	101-5100-442.30-70		3/2011	25.84
						* Total	44.40
03/16/2011	105366	DAKOTA CTY WATER RESOUR	2011 JPA PUMP MAINTENANCE	101-3300-419.30-70		3/2011	4,538.16
						* Total	4,538.16
03/16/2011	105368	DANIELS, JOHNNY	DUTY VEST 3/7/11	101-4000-421.60-45		3/2011	558.75
						* Total	558.75
03/16/2011	105369	DREHER, MARLO	3/6/11 EXPENSES	101-4200-423.50-75		3/2011	154.52
						* Total	154.52
03/16/2011	105373	FIRE EQUIPMENT SPECIALT	6980-7098	101-4200-423.60-45		3/2011	57.72
						* Total	57.72
03/16/2011	105374	FIRE MARSHALS ASSOCIATI	JEFFREY G SCHADEGG	101-4200-423.50-70		3/2011	35.00
						* Total	35.00
03/16/2011	105376	FURRY, BRANDON	3/7/11 EXPENSES	101-4200-423.50-70		3/2011	296.00
						* Total	296.00
03/16/2011	105378	GAGILANO, ANNE	REPLACEMENT CHECK	101-4200-423.50-65		3/2011	431.40
			REPLACEMENT CHECK	101-4200-423.50-75		3/2011	50.00
			REPLACEMENT CHECK	101-4200-423.50-80		3/2011	2,500.00
						* Total	2,981.40
03/16/2011	105384	IGH FIRE RELIEF ASSN	02010B19C05	101-4200-423.20-50		3/2011	6,000.00
						* Total	6,000.00
03/16/2011	105386	J-C PRESS	01598	101-1100-413.50-32		3/2011	3,257.00
						* Total	3,257.00
03/16/2011	105388	KENNEDY & GRAVEN	NV125-00039 EDA REACTIV	101-3000-419.30-44		3/2011	525.00
						* Total	525.00
03/16/2011	105390	LANGUAGE LINE SERVICES	902-0909043	101-4000-421.50-20		3/2011	9.38

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	9.38
03/16/2011	105391	LAW ENFORCEMENT TARGETS	0005154	101-4000-421.60-18		3/2011	159.03
						* Total	159.03
03/16/2011	105446	ARAMARK UNIFORM SERVICE	cust#15353001	101-5200-443.60-45		3/2011	12.84
			cust#15353001	101-6000-451.60-45		3/2011	23.32
						* Total	36.16
03/16/2011	105448	CENTURY COLLEGE	EFFECTIVE BUSINESS WRITNG	101-3000-419.50-80		3/2011	230.00
						* Total	230.00
03/16/2011	105449	DAKOTA CTY PROPERTY REC	2010 BALLOTS	101-1200-414.50-30		3/2011	1,111.25
						* Total	1,111.25
03/16/2011	105451	DAKOTA ELECTRIC ASSN	ACCT #426713-4	101-5400-445.40-20		3/2011	30.99
			ACCT #443054-2	101-6000-451.40-20		3/2011	561.94
			ACCT #109394-7	101-5400-445.40-20		3/2011	1,156.33
						* Total	1,749.26
03/16/2011	105454	FIRE EQUIPMENT SPECIALT	CUST #7015-IGHFD	101-4200-423.30-70		3/2011	94.80
						* Total	94.80
03/16/2011	105455	HEAGLE, ROBERT	EXPENSE REIMBURSEMENT	101-4200-423.50-75		3/2011	154.52
						* Total	154.52
03/16/2011	105458	INFINITY WIRELESS	order/job ticket10163	101-4200-423.60-65		3/2011	121.37
			order/job ticket10221	101-4200-423.40-42		3/2011	32.06
						* Total	153.43
03/16/2011	105460	INVERCITY PRINTING INC	cust melissa 150 hauler 1	101-1100-413.60-65		3/2011	144.50
						* Total	144.50
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	101-1000-413.30-40		3/2011	120.00
			CLIENT #81000E	101-1000-413.30-42		3/2011	3,524.34
			CLIENT #81000E	101-3200-419.30-42		3/2011	2,388.00
			CLIENT #81000E	101-3300-419.30-42		3/2011	509.20
			CLIENT #92000E	101-4000-421.30-41		3/2011	16,612.26
			CLIENT #81000E	101-4000-421.30-42		3/2011	1,374.20
			CLIENT #81000E	101-4200-423.30-42		3/2011	60.00
			CLIENT #81000E	101-5000-441.30-42		3/2011	1,924.00
			CLIENT #81000E	101-5100-442.30-42		3/2011	1,438.00
			CLIENT #81000E	101-6000-451.30-42		3/2011	774.94
						* Total	28,724.94
03/16/2011	105469	METROPOLITAN COUNCIL EN	February 2011 SAC fees	101-0000-341.40-00		3/2011	22.50-
						* Total	22.50-
03/16/2011	105470	MIDAMERICA BUSINESS SYS	I259	101-1100-413.40-44		3/2011	8,947.75
						* Total	8,947.75
03/16/2011	105471	MIKE'S SHOE REPAIR, INC	igh fd	101-4200-423.30-70		3/2011	22.00
						* Total	22.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/16/2011	105472	MINNEAPOLIS OXYGEN CO.	cust #113505 113504	101-4200-423.40-42 101-4200-423.40-42		3/2011 3/2011 * Total	106.55 108.87 215.42
03/16/2011	105475	MN GLOVE & SAFETY, INC.	MIKE	101-6000-451.60-45		3/2011 * Total	392.85 392.85
03/16/2011	105480	MPSTMA	MIKE CARTER - DUES	101-6000-451.50-70		3/2011 * Total	50.00 50.00
03/16/2011	105481	MPSTMA	SPRING WORKSHOP-HAWKINS,	101-6000-451.50-80		3/2011 * Total	150.00 150.00
03/16/2011	105482	MUNICIPALS	Vickie Gray Munici-Pals Kim Fox Munici-Pals Michele Iaria Munici-Pals Kathleen Fischer Munici-p	101-2000-415.50-80 101-3000-419.50-80 101-3300-419.50-80 101-5000-441.50-80		3/2011 3/2011 3/2011 3/2011 * Total	60.00 60.00 120.00 60.00 300.00
03/16/2011	105483	O'CONNOR'S ONE HOUR	REFUND 3928 79TH ST	101-0000-322.40-00		3/2011 * Total	63.60 63.60
03/16/2011	105486	OPTUMHEALTH FINANCIAL S	CITY OF INVER CITY OF INVER	101-1100-413.30-55 101-2000-415.30-55 101-3000-419.30-55 101-3300-419.30-55 101-4000-421.30-55 101-5000-441.30-55 101-5100-442.30-55 101-6000-451.30-55		3/2011 3/2011 3/2011 3/2011 3/2011 3/2011 3/2011 3/2011 * Total	23.60 28.91 13.30 12.30 90.40 6.65 28.75 5.03 208.94
03/16/2011	105488	OSWALD, SCOTT	EXPENSE REIMBURSEMENT	101-4200-423.50-75		3/2011 * Total	163.06 163.06
03/16/2011	105493	RIVER HEIGHTS CHAMBER O	ANNUAL MEETING	101-3000-419.50-80		3/2011 * Total	45.00 45.00
03/16/2011	105494	ROGERS, CHRIS	3/4-6/11 EXPENSES 3/4-6/11 EXPENSES	101-4200-423.50-65 101-4200-423.50-75		3/2011 3/2011 * Total	113.49 154.52 268.01
03/16/2011	105495	S & T OFFICE PRODUCTS	S28777	101-3000-419.60-10		3/2011 * Total	14.54 14.54
03/16/2011	105496	SA-AG INC	1789 acct#1789 acct#1789	101-5200-443.60-16 101-5200-443.60-16 101-5200-443.60-16		3/2011 3/2011 3/2011 * Total	850.51 558.86 741.01 2,150.38
03/16/2011	105508	THILL, JUDY	2/27-3/5/2011 2/27-3/5/2011	101-4200-423.50-65 101-4200-423.50-75		3/2011 3/2011 * Total	1,982.20 386.18 2,368.38

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/16/2011	105510	TWIN CITIES OCCUPATIONA	N26-1251001589	101-1100-413.30-50		3/2011	25.00
						* Total	25.00
03/16/2011	105526	XCEL ENERGY	acct#51-9782436-1	101-5400-445.40-20		3/2011	80.52
			acct#51-9897304-5	101-5400-445.40-20		3/2011	33.25
			acct#51-8849473-7	101-5400-445.40-20		3/2011	78.32
			acct#51-5279113-0	101-5200-443.40-20		3/2011	165.93
			acct#51-5279113-0	101-5400-445.40-20		3/2011	8,967.49
			acct #51-6431857-4	101-4200-423.40-10		3/2011	2,852.44
			acct #51-6431857-4	101-4200-423.40-20		3/2011	1,193.20
			acct 51-6435129-1	101-5400-445.40-20		3/2011	127.34
			51-5185446-3	101-4000-421.40-42		3/2011	39.97
						* Total	13,538.46
03/21/2011	105529	OUTBACK STEAKHOUSE	COUNCIL WORK SESSION	101-1000-413.50-75		3/2011	130.77
						* Total	130.77
03/21/2011	105530	XCEL ENERGY	ACCT#51-5279113-0	101-5400-445.40-20		3/2011	1,158.54
						* Total	1,158.54
03/23/2011	105531	ACE PAINT & HARDWARE	CUST#501126	101-5200-443.60-16		3/2011	64.06
			CUST#501126	101-5200-443.60-16		3/2011	8.51
						* Total	72.57
03/23/2011	105532	AFSCME COUNCIL 5	UNION DUES	101-0000-203.10-00		3/2011	818.73
						* Total	818.73
03/23/2011	105542	DAKOTA COMMUNICATIONS C	APRIL 2011 MO DCC FEE	101-4000-421.70-30		3/2011	39,268.00
						* Total	39,268.00
03/23/2011	105543	DAKOTA CTY PROPERTY REC	DOC #T675272	101-1100-413.50-25		3/2011	46.00
						* Total	46.00
03/23/2011	105544	DAKOTA ELECTRIC ASSN	ACCT #461221-4	101-5400-445.40-20		3/2011	69.33
						* Total	69.33
03/23/2011	105547	EMERGENCY MEDICAL SOLUT	EMT REFRESHER PROGRAM	101-4200-423.50-70		3/2011	75.00
						* Total	75.00
03/23/2011	105548	EMMONS & OLIVIER RESOUR	JOB 95-0032	101-5100-442.30-30		3/2011	2,251.25
						* Total	2,251.25
03/23/2011	105553	FOX, KIM	MILEAGE EXPENSE	101-3000-419.50-65		3/2011	13.50
						* Total	13.50
03/23/2011	105556	GILHOUSEN, JAMES	EXPENSES	101-6000-451.50-70		3/2011	43.00
						* Total	43.00
03/23/2011	105558	GTS	A HUNTING/H BOTTEN	101-3200-419.50-80		3/2011	160.00
						* Total	160.00
03/23/2011	105563	INVERCITY PRINTING INC	PO #MICHELE	101-3300-419.60-40		3/2011	144.87
						* Total	144.87

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/23/2011	105566	KALDUNSKI, TOM	CEAM DUES	101-5100-442.50-70		3/2011	60.00
						* Total	60.00
03/23/2011	105567	KILLMER ELECTRIC CO INC	JOB#16649	101-6000-451.40-47		3/2011	482.62
						* Total	482.62
03/23/2011	105570	L.T.G. POWER EQUIPMENT	CUST#5656	101-6000-451.60-40		3/2011	110.60
			CUST#5656	101-6000-451.60-40		3/2011	8.87
						* Total	119.47
03/23/2011	105572	LANOUE, ANN	EXPENSES	101-2000-415.50-65		3/2011	21.28
			EXPENSES	101-2000-415.50-75		3/2011	20.00
						* Total	41.28
03/23/2011	105575	LOCAL GOVERNMENT INFORM	106325	101-4000-421.70-30		3/2011	1,431.00
						* Total	1,431.00
03/23/2011	105579	MENARDS - WEST ST. PAUL	ACCT 30170270	101-5200-443.60-16		3/2011	94.06
						* Total	94.06
03/23/2011	105582	MIDWAY CONTAINER INC	CUST#30161	101-6000-451.60-65		3/2011	1,449.60
						* Total	1,449.60
03/23/2011	105588	MN GLOVE & SAFETY, INC.	REF#JEFF	101-5200-443.60-45		3/2011	57.61
						* Total	57.61
03/23/2011	105593	PETTY CASH	BINDERS FOR SSTS CODE	101-3300-419.50-30		3/2011	17.64
			D. NEAMEYER, NDCBOM	101-3300-419.50-80		3/2011	16.00
			NDCBO MEETING	101-3300-419.50-80		3/2011	8.00
			POF/COUNCIL MEETING	101-1000-413.50-75		3/2011	12.95
			MNGFOA SEMINAR	101-2000-415.50-70		3/2011	20.00
			MN GFOA C OF R REVIEW	101-2000-415.50-75		3/2011	20.00
						* Total	94.59
03/23/2011	105596	S & T OFFICE PRODUCTS	FINANCE	101-2000-415.60-65		3/2011	11.11
						* Total	11.11
03/23/2011	105597	SCHLOMKA SERVICES LLC	IGH FD	101-4200-423.40-40		3/2011	185.00
						* Total	185.00
03/23/2011	105598	SENSIBLE LAND USE COALI	A HUNTING, H BOTTEN	101-3200-419.50-80		3/2011	76.00
						* Total	76.00
03/23/2011	105599	SHEA, CATHY	EXPENSES	101-2000-415.50-75		3/2011	20.00
						* Total	20.00
03/23/2011	105601	SPRINT	266183728	101-4200-423.50-20		3/2011	524.05
			ACCT#634573312	101-3300-419.50-20		3/2011	197.78
			641378810	101-4200-423.50-20		3/2011	39.99
						* Total	761.82
03/23/2011	105603	ST. JOSEPH EQUIPMENT, I	SI0930	101-5200-443.40-50		3/2011	2,084.06
						* Total	2,084.06

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/23/2011	105604	STEENBERG, LUKE	EXPENSES	101-4200-423.50-65		3/2011	16.32
						* Total	16.32
03/23/2011	105608	TOTAL CONSTRUCTION & EQ	CIT001	101-6000-451.40-47		3/2011	101.43
						* Total	101.43
03/23/2011	105609	TRACTOR SUPPLY CREDIT P	PO#CHARLIE	101-6000-451.40-40		3/2011	10.14
			PO#CHARLIE	101-6000-451.60-16		3/2011	6.96
			PO#CHARLIE	101-6000-451.60-40		3/2011	10.72
			PO#STREETS	101-5200-443.60-45		3/2011	119.99
			PO#STREETS	101-5200-443.60-16		3/2011	149.89
			PO#STREETS	101-5200-443.60-16		3/2011	26.77
						* Total	324.47
03/23/2011	105610	UNITED WAY	CONTRIBUTIONS	101-0000-203.13-00		3/2011	230.00
						* Total	230.00
03/23/2011	105613	XCEL ENERGY	ACCT#51-4779167-3	101-6000-451.40-10		3/2011	799.24
			ACCT#51-4779167-3	101-6000-451.40-20		3/2011	1,275.15
						* Total	2,074.39
03/17/2011	800106	CAPITAL SALES CO.	ELAN CC	101-4200-423.40-40		3/2011	41.68
						* Total	41.68
03/17/2011	800108	CUB FOODS	ELAN CC	101-4000-421.60-65		3/2011	58.80
						* Total	58.80
03/17/2011	800111	FDIC	ELAN CC	101-4200-423.50-80		3/2011	1,915.00
						* Total	1,915.00
03/17/2011	800115	MOORE MEDICAL LLC	ELAN CC	101-4000-421.60-65		3/2011	543.15
						* Total	543.15
03/17/2011	800117	OPTICS PLANET, INC.	ELAN CC	101-4000-421.60-40		3/2011	120.00
						* Total	120.00
03/17/2011	800118	PARTY CITY	ELAN CC	101-4000-421.60-65		3/2011	28.72
						* Total	28.72
03/17/2011	800121	SIGN WAREHOUSE.COM	ELAN CC	101-5200-443.60-16		3/2011	265.32
						* Total	265.32
03/17/2011	800122	THINGS REMEMBERED	ELAN CC	101-4000-421.60-65		3/2011	82.49
						* Total	82.49
03/17/2011	800123	TURRITTO'S PIZZA	ELAN CC	101-1000-413.50-75		3/2011	81.57
						* Total	81.57
03/17/2011	800124	UNITED PARCEL SERVICE	ELAN CC	101-4200-423.50-35		3/2011	159.35
						* Total	159.35
03/17/2011	800126	WAL-MART - IGH	ELAN CC	101-4200-423.60-65		3/2011	21.34
						* Total	21.34

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				89 Checks	** Fund Total		138,376.49
03/16/2011	105453	ENSEMBLE CREATIVE & MAR	IGH CVB - VISITORS GUIDE	201-1600-465.50-25		3/2011	6,353.94
						* Total	6,353.94
03/16/2011	105506	SUPER AMERICA	GREAT STAY GAS PACKAGE	201-1600-465.50-25		3/2011	625.00
						* Total	625.00
				2 Checks	** Fund Total		6,978.94
03/16/2011	105370	EHLERS AND ASSOCIATES,	DEBT STUDY	399-9000-570.30-15		3/2011	1,852.50
						* Total	1,852.50
				1 Checks	** Fund Total		1,852.50
03/16/2011	105469	METROPOLITAN COUNCIL EN	February 2011 SAC fees	404-0000-217.00-00		3/2011	2,230.00
						* Total	2,230.00
				1 Checks	** Fund Total		2,230.00
03/23/2011	105605	STRATEGIC INSIGHTS CO	ACCT#634573312	408-5900-708.70-60		3/2011	721.41
						* Total	721.41
				1 Checks	** Fund Total		721.41
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	421-5912-721.30-42	0112	3/2011	1,785.50
						* Total	1,785.50
				1 Checks	** Fund Total		1,785.50
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	423-5903-723.30-42	0303	3/2011	1,254.26
						* Total	1,254.26
				1 Checks	** Fund Total		1,254.26
03/16/2011	105352	BRAUN INTERTEC CORPORAT	BROWN CAULKING	425-5911-725.30-30	9811	3/2011	806.50
						* Total	806.50
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	425-5911-725.30-42	9811	3/2011	824.00
			CLIENT #81000E	425-5922-725.30-42	0522	3/2011	511.50
						* Total	1,335.50
03/16/2011	105478	MN POLLUTION CONTROL AG	BROWN CAULKING	425-5911-725.30-30	9811	3/2011	62.50
						* Total	62.50
03/23/2011	105536	BRAUER & ASSOCIATES LTD	HERITAGE VILLAGE PARK	425-5907-725.30-70	0507	3/2011	1,000.00
						* Total	1,000.00
				4 Checks	** Fund Total		3,204.50
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	427-5917-727.30-42	0717	3/2011	40.50
						* Total	40.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				1 Checks	** Fund Total		40.50
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	428-5910-728.30-42	0810	3/2011	787.91
						* Total	787.91
				1 Checks	** Fund Total		787.91
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	429-5911-729.30-42	0911	3/2011	17.00
			CLIENT #81000E	429-5924-729.30-42	0924	3/2011	600.19
						* Total	617.19
03/23/2011	105587	MN DEPT OF TRANSPORTATI	CUST#1298	429-5924-729.30-70	0924	3/2011	703.16
						* Total	703.16
03/23/2011	105600	SHORT ELLIOTT HENDRICKS	CLIENT PO#2009-24	429-5924-729.30-70	0924	3/2011	8,662.82
						* Total	8,662.82
				3 Checks	** Fund Total		9,983.17
03/16/2011	105383	HOISINGTON KOEGLER GROU	010-050	430-5923-730.30-60	1023	3/2011	1,660.00
						* Total	1,660.00
				1 Checks	** Fund Total		1,660.00
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	440-5900-740.30-42	1109D	3/2011	2,939.35
						* Total	2,939.35
				1 Checks	** Fund Total		2,939.35
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	446-5915-746.30-42	0315	3/2011	3,424.10
						* Total	3,424.10
				1 Checks	** Fund Total		3,424.10
03/23/2011	105562	INVER GROVE HEIGHTS DAY	2011 IGH DAYS CONTRIB.	451-5900-751.70-60		3/2011	5,000.00
						* Total	5,000.00
				1 Checks	** Fund Total		5,000.00
03/16/2011	105349	ACE PAINT & HARDWARE	501126	501-7100-512.60-16		3/2011	21.17
			501126	501-7100-512.60-16		3/2011	5.64
						* Total	26.81
03/16/2011	105355	BRY-AIR INC	63352	501-7100-512.40-40		3/2011	1,377.78
						* Total	1,377.78
03/16/2011	105358	CITY OF BLOOMINGTON	2/1-28/2011	501-7100-512.30-70		3/2011	410.00
						* Total	410.00
03/16/2011	105380	GRAINGER	806460150	501-7100-512.60-16		3/2011	23.53
			806460150	501-7100-512.60-16		3/2011	52.71
			806460150	501-7100-512.60-16		3/2011	14.65
			806460150	501-7100-512.40-40		3/2011	331.37

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/16/2011	105380	GRAINGER	806460150	501-7100-512.60-16		3/2011	52.65
			806460150	501-7100-512.60-16		3/2011	5.92
						* Total	480.83
03/16/2011	105392	LEAGUE OF MN CITIES	DAN HELING/JIM SWEENEY	501-7100-512.50-80		3/2011	40.00
						* Total	40.00
03/16/2011	105466	MAGIKIST	102440	501-7100-512.60-16		3/2011	2,400.00
						* Total	2,400.00
03/16/2011	105473	MN DEPT OF HEALTH	AL SCHWARTZ	501-7100-512.50-70		3/2011	32.00
						* Total	32.00
03/16/2011	105474	MN DEPT OF HEALTH	DANIEL MCMANUS	501-7100-512.50-70		3/2011	32.00
						* Total	32.00
03/16/2011	105477	MN PIPE & EQUIPMENT	2195	501-7100-512.60-16		3/2011	698.96
						* Total	698.96
03/16/2011	105486	OPTUMHEALTH FINANCIAL S	CITY OF INVER	501-7100-512.30-55		3/2011	21.36
						* Total	21.36
03/16/2011	105513	VALLEY-RICH CO, INC	JOB R11127 03/04	501-7100-512.40-46		3/2011	2,376.00
			JOB R11080 03/04	501-7100-512.40-46		3/2011	2,914.90
			JOB R11145 03/07	501-7100-512.40-46		3/2011	3,440.49
			JOB R11115 03/07	501-7100-512.40-46		3/2011	3,575.99
						* Total	12,307.38
03/16/2011	105517	WATER CONSERVATION SERV	2/14-2/17/2011	501-7100-512.30-70		3/2011	440.29
						* Total	440.29
03/16/2011	105526	XCEL ENERGY	acct #51-6098709-7	501-7100-512.40-10		3/2011	1,719.21
			acct #51-6098709-7	501-7100-512.40-20		3/2011	12,034.55
						* Total	13,753.76
03/23/2011	105535	AUTOMATIC SYSTEMS CO	INVE01	501-7100-512.40-42		3/2011	859.50
			INVE01	501-7100-512.40-42		3/2011	312.68
			INVE01	501-7100-512.40-42		3/2011	484.60
						* Total	1,656.78
03/23/2011	105545	DEY DISTRIBUTING	CUST#11324	501-7100-512.40-40		3/2011	43.44
						* Total	43.44
03/23/2011	105559	HOME DEPOT CREDIT SERVI	ACCT#6035322502691268	501-7100-512.60-16		3/2011	44.75
						* Total	44.75
03/23/2011	105584	MN AWWA	HELLING, DAN	501-7100-512.50-80		3/2011	200.00
						* Total	200.00
03/23/2011	105585	MN DEPT OF HEALTH	EBERSTEINER	501-7100-512.50-80		3/2011	700.00
						* Total	700.00
03/23/2011	105596	S & T OFFICE PRODUCTS	S28777	501-7100-512.60-16		3/2011	61.88

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	61.88
03/23/2011	105601	SPRINT	ACCT#842483314	501-7100-512.50-20		3/2011	276.56
						* Total	276.56
03/17/2011	800109	EARTHDAYSHIRTS.COM	ELAN CC	501-7100-512.60-45		3/2011	113.45
						* Total	113.45
				21 Checks	** Fund Total		35,118.03
03/16/2011	105381	HEAGLE, TRACY	REQUESTED CREDIT REFUND	502-0000-116.00-00		3/2011	184.16
						* Total	184.16
03/16/2011	105479	MN POLLUTION CONTROL AG	DANIEL HELLING	502-7200-514.50-80		3/2011	23.00
						* Total	23.00
03/16/2011	105486	OPTUMHEALTH FINANCIAL S	CITY OF INVER	502-7200-514.30-55		3/2011	13.54
						* Total	13.54
03/16/2011	105514	VERONA SAFETY SUPPLY, I	C ELLINGSTON	502-7200-514.60-65		3/2011	192.00
						* Total	192.00
03/16/2011	105526	XCEL ENERGY	acct #51-6098709-7	502-7200-514.40-20		3/2011	1,226.24
						* Total	1,226.24
03/23/2011	105546	EMBROIDME.COM	CUST#161	502-7200-514.60-45		3/2011	99.93
						* Total	99.93
				6 Checks	** Fund Total		1,738.87
03/16/2011	105349	ACE PAINT & HARDWARE	501126	503-8600-527.40-40		3/2011	19.21
						* Total	19.21
03/16/2011	105361	CLEVELAND GOLF	10971	503-8200-523.76-25		3/2011	334.64
						* Total	334.64
03/16/2011	105375	FORE! RESERVATIONS INC	10716	503-8500-526.60-40		3/2011	300.00
						* Total	300.00
03/16/2011	105377	G & K SERVICES	01574-01	503-8600-527.60-45		3/2011	102.38
						* Total	102.38
03/16/2011	105380	GRAINGER	855256939	503-8500-526.60-65		3/2011	318.48
						* Total	318.48
03/16/2011	105385	INTEGRA TELECOM	002129-006	503-8500-526.50-20		3/2011	1,525.52
						* Total	1,525.52
03/16/2011	105387	KASCO MARINE, INC.	C0-13194	503-8600-527.40-42		3/2011	489.57
						* Total	489.57
03/16/2011	105389	KREMER SERVICES LLC	8452	503-8600-527.40-42		3/2011	890.61
						* Total	890.61

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/16/2011	105451	DAKOTA ELECTRIC ASSN	ACCT #201360-5	503-8600-527.40-20		3/2011	282.72
						* Total	282.72
03/16/2011	105468	MENARDS - WEST ST. PAUL	30170265	503-8600-527.60-50		3/2011	183.50
						* Total	183.50
03/16/2011	105476	MN GOLF ASSOCIATION, IN	ACCT#4130	503-8500-526.50-70		3/2011	270.00
						* Total	270.00
03/16/2011	105486	OPTUMHEALTH FINANCIAL S	CITY OF INVER	503-8500-526.30-55		3/2011	4.15
			CITY OF INVER	503-8600-527.30-55		3/2011	19.60
						* Total	23.75
03/16/2011	105500	SOUTH BAY DESIGN	INVERWOOD	503-8500-526.50-25		3/2011	432.00
						* Total	432.00
03/16/2011	105501	SPORT HALEY, INC.	SO-0459483	503-8200-523.76-20		3/2011	2,254.99
						* Total	2,254.99
03/16/2011	105505	SUN MOUNTAIN SPORTS	5507701	503-8200-523.76-35		3/2011	760.74
						* Total	760.74
03/16/2011	105507	TDS METROCOM	651 457-3667	503-8500-526.50-20		3/2011	259.52
						* Total	259.52
03/16/2011	105509	TITLEIST	008363	503-8200-523.76-45		3/2011	588.18
			008363	503-8200-523.76-35		3/2011	612.66
			008363	503-8200-523.76-30		3/2011	2,673.06
			008363	503-8200-523.76-20		3/2011	946.91
			008363	503-8200-523.76-25		3/2011	233.69
			008363	503-8200-523.76-45		3/2011	3,847.27
						* Total	8,901.77
03/16/2011	105519	WILSON SPORTING GOODS	187981	503-8200-523.76-25		3/2011	778.38
						* Total	778.38
03/16/2011	105520	WINZER CORPORATION	177723	503-8600-527.40-42		3/2011	83.65
						* Total	83.65
03/16/2011	105521	WITTEK	123575	503-8100-522.60-20		3/2011	1,171.00
						* Total	1,171.00
03/23/2011	105531	ACE PAINT & HARDWARE	CUST#501126	503-8600-527.40-40		3/2011	2.78
			CUST#501126	503-8600-527.40-40		3/2011	18.87
						* Total	21.65
03/23/2011	105539	CLEVELAND GOLF	10971	503-8200-523.76-25		3/2011	152.80
			10971	503-8200-523.76-20		3/2011	249.80
						* Total	402.60
03/23/2011	105541	COPY RIGHT	BROCHURE	503-8500-526.50-30		3/2011	263.73
						* Total	263.73

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/23/2011	105549	F.J. WESTCOTT COMPANY	ORDER #306995-001	503-8200-523.76-40		3/2011	150.27
						* Total	150.27
03/23/2011	105554	G & K SERVICES	CUST #01574-01	503-8600-527.60-45		3/2011	96.46
						* Total	96.46
03/23/2011	105557	GRAINGER	ACCT#855256939	503-8500-526.60-65		3/2011	343.01
						* Total	343.01
03/23/2011	105564	JOHN DEERE LANDSCAPES/L	CUST#269520	503-8600-527.60-35		3/2011	1,647.58
						* Total	1,647.58
03/23/2011	105579	MENARDS - WEST ST. PAUL	ACCT 30170265	503-8600-527.40-40		3/2011	115.36
						* Total	115.36
03/23/2011	105586	MN DEPT OF LABOR & INDU	LENTNER, METZ & FELIX	503-8600-527.50-70		3/2011	105.00
						* Total	105.00
03/23/2011	105590	NIKE USA, INC.	CUST#79282	503-8200-523.76-20		3/2011	127.65
						* Total	127.65
03/23/2011	105593	PETTY CASH	MILEAGE FOR JOEL METZ	503-8600-527.50-65		3/2011	8.10
						* Total	8.10
03/23/2011	105594	PING	4085	503-8200-523.76-25		3/2011	390.07
			4085	503-8200-523.76-35		3/2011	243.00
			4085	503-8200-523.76-25		3/2011	210.74
						* Total	843.81
03/23/2011	105595	PINKY'S SEWER SERVICE I	PUMPED OUT SHOP TANK	503-8600-527.40-15		3/2011	325.00
						* Total	325.00
03/23/2011	105606	TAYLOR MADE GOLF COMPAN	ACCT#602343	503-8200-523.76-20		3/2011	2,862.05
						* Total	2,862.05
03/23/2011	105607	TITLEIST	8363	503-8200-523.76-20		3/2011	231.58
			8363	503-8100-522.60-60		3/2011	5,232.60
						* Total	5,464.18
03/23/2011	105611	WERNER IMPLEMENT CO, IN	CUST #10132	503-8600-527.40-42		3/2011	102.70
						* Total	102.70
03/23/2011	105612	WITTEK	SO NBR. R30086	503-8100-522.60-20		3/2011	2,675.40
						* Total	2,675.40
03/17/2011	800105	BEST BUY BUSINESS ADVAN	ELAN CC	503-8500-526.60-65		3/2011	267.80
						* Total	267.80
03/17/2011	800113	HOME DEPOT	ELAN CC	503-8500-526.60-65		3/2011	19.25
						* Total	19.25
03/17/2011	800116	OFFICEMAX INC	ELAN CC	503-8500-526.60-65		3/2011	57.80
						* Total	57.80

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
				40 Checks	** Fund Total		35,281.83	
03/16/2011	105467	MAYER ARTS INC	WISH UPON A BALLET	504-6100-452.30-70	R20920	3/2011	294.00	
							* Total	294.00
03/16/2011	105486	OPTUMHEALTH FINANCIAL S	CITY OF INVER	504-6100-452.30-55	R90100	3/2011	13.09	
							* Total	13.09
03/16/2011	105487	ORIENTAL TRADING COMPAN	20867186	504-6100-452.60-09	R40140	3/2011	41.94	
							* Total	41.94
03/16/2011	105499	SOUNDS GREAT & SPECIAL	VMCC	504-6100-452.30-70	R31000	3/2011	295.00	
							* Total	295.00
03/23/2011	105581	MEYER, TOD	RE-ISSUED CHECK	504-0000-347.00-00	R40180	3/2011	5.00	
							* Total	5.00
03/17/2011	800110	FAMILY DOLLAR	ELAN CC	504-6100-452.60-09	R31000	3/2011	52.82	
							* Total	52.82
03/17/2011	800114	MICHAEL'S	ELAN CC	504-6100-452.60-09	R30600	3/2011	82.68	
							* Total	82.68
03/17/2011	800118	PARTY CITY	ELAN CC	504-6100-452.60-09	R30600	3/2011	213.12	
							* Total	213.12
				8 Checks	** Fund Total		997.65	
03/16/2011	105354	BROADWAY AWARDS	IGH P&R	505-6200-453.60-65	C10000	3/2011	36.87	
							* Total	36.87
03/16/2011	105362	COMCAST	8772105910277033	505-6200-453.50-70	C10000	3/2011	74.95	
							* Total	74.95
03/16/2011	105363	CRARY, AMY	2/10/11 MILEAGE	505-6200-453.50-65	C70000	3/2011	20.13	
							* Total	20.13
03/16/2011	105372	FERRELLGAS	7757735	505-6200-453.60-21	C21000	3/2011	736.51	
							* Total	736.51
03/16/2011	105486	OPTUMHEALTH FINANCIAL S	CITY OF INVER	505-6200-453.30-55	C50000	3/2011	45.18	
							* Total	45.18
03/16/2011	105491	PUSH PEDAL PULL	26760 26824	505-6200-453.40-42 505-6200-453.60-40	C70000 C70000	3/2011 3/2011	705.00 774.84	
							* Total	1,479.84
03/16/2011	105498	SEETALLTOURS.COM LLC	VMCC	505-6200-453.50-25	C91000	3/2011	733.33	
							* Total	733.33
03/16/2011	105502	STA COMMUNITY AUCTION	VMCC	505-6200-453.50-25	C91000	3/2011	50.00	
							* Total	50.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/16/2011	105503	STANGL, MARK	CANCELLED CLASS	505-0000-352.35-00	C71000	3/2011	44.00
						* Total	44.00
03/16/2011	105515	VISUAL COMMUNICATIONS	110103A	505-6200-453.30-70	C10000	3/2011	1,100.00
						* Total	1,100.00
03/23/2011	105533	APEC	PO PER JOE	505-6200-453.60-16	C25000	3/2011	771.12
						* Total	771.12
03/23/2011	105534	AQUA LOGIC, INC.	POOL EQUIP RENTAL	505-6200-453.40-40	C25000	3/2011	900.00
						* Total	900.00
03/23/2011	105540	COMCAST	8772105910127188	505-6200-453.50-70	C10000	3/2011	204.62
						* Total	204.62
03/23/2011	105551	FASTENAL COMPANY	CUST#MNTC62008	505-6200-453.60-16	C25000	3/2011	191.79
						* Total	191.79
03/23/2011	105555	GERTENS	DAMAGE DEPOSIT REIM. OVER	505-0000-207.03-00		3/2011	52.21
			DAMAGE DEPOSIT REIM. OVER	505-0000-352.25-00	C15000	3/2011	732.80
						* Total	785.01
03/23/2011	105557	GRAINGER	ACCT#806460150	505-6200-453.60-11	C21000	3/2011	37.60
			ACCT#806460150	505-6200-453.60-16	C25000	3/2011	47.71
			ACCT#806460150	505-6200-453.60-16	C21000	3/2011	1,104.24
			ACCT#806460150	505-6200-453.60-16	C21000	3/2011	48.00
						* Total	1,141.55
03/23/2011	105560	HOSE / CONVEYORS INC	CUST#CIT300	505-6200-453.60-16	C25000	3/2011	81.34
						* Total	81.34
03/23/2011	105565	JOHNSON CONTROLS	CUST#1295202	505-6200-453.40-40	C25000	3/2011	2,956.17
						* Total	2,956.17
03/23/2011	105568	KIMBALL MIDWEST	CUST#226819	505-6200-453.60-12	C25000	3/2011	121.73
						* Total	121.73
03/23/2011	105574	LILLIE SUBURBAN NEWSPAP	ACCT#9587	505-6200-453.50-25	C91000	3/2011	485.00
						* Total	485.00
03/23/2011	105577	M & E ENGINEERING INC	INVERGROVE AHU-2 REPLACE	505-6200-453.30-30	C25000	3/2011	7,473.00
						* Total	7,473.00
03/23/2011	105579	MENARDS - WEST ST. PAUL	ACCT#30170270	505-6200-453.60-16	C10000	3/2011	39.36
			ACCT#30170270	505-6200-453.60-65	C21000	3/2011	10.92
			ACCT#30170270	505-6200-453.60-65	C10000	3/2011	25.65
			ACCT#30170270	505-6200-453.60-65	C10000	3/2011	34.19
						* Total	58.82
03/23/2011	105580	METRO GROUP INC, THE	INV330-00	505-6200-453.60-16	C25000	3/2011	295.78
						* Total	295.78
03/23/2011	105583	MN ASSOC OF GOV'T COMMU	MAGC MEMBERSHIP 2011	505-6200-453.50-70	C91000	3/2011	60.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	60.00
03/23/2011	105589	MONEY MAILER OF THE TWI	MARCH 16 MAILING	505-6200-453.50-25	C91000	3/2011	400.00
						* Total	400.00
03/23/2011	105591	OFFICEMAX INC	ACCT#687054	505-6200-453.60-40	C10000	3/2011	288.55
						* Total	288.55
03/23/2011	105592	PERA	JYLAIN R FOX - OD REG	505-6200-453.10-30	C50000	3/2011	493.72
						* Total	493.72
03/23/2011	105602	SPRUNG SERVICES	2/2-28/2011	505-6200-453.40-40	C25000	3/2011	582.00
						* Total	582.00
03/23/2011	105614	XCEL ENERGY	ACCT#51-6867948-7	505-6200-453.40-10	C25000	3/2011	19,986.60
			ACCT#51-6867948-7	505-6200-453.40-20	C25000	3/2011	22,881.54
						* Total	42,868.14
03/17/2011	800104	APPLEBEE'S	ELAN CC	505-6200-453.60-65	C10100	3/2011	10.00
						* Total	10.00
03/17/2011	800105	BEST BUY BUSINESS ADVAN	ELAN CC	505-6200-453.60-40	C10100	3/2011	589.76
						* Total	589.76
03/17/2011	800107	CARIBOU COFFEE	ELAN CC	505-6200-453.60-65	C10100	3/2011	20.00
						* Total	20.00
03/17/2011	800112	GERTENS	ELAN CC	505-6200-453.60-65	C10100	3/2011	10.00
						* Total	10.00
03/17/2011	800114	MICHAEL'S	ELAN CC	505-6200-453.60-65	C10000	3/2011	14.53
						* Total	14.53
03/17/2011	800118	PARTY CITY	ELAN CC	505-6200-453.60-65	C10100	3/2011	196.79
						* Total	196.79
03/17/2011	800119	PLANNER PADS	ELAN CC	505-6200-453.60-65	C50000	3/2011	32.94
						* Total	32.94
03/17/2011	800120	SHOPKO	ELAN CC	505-6200-453.60-65	C60100	3/2011	31.61
						* Total	31.61
03/17/2011	800125	US POSTMASTER	ELAN CC	505-6200-453.50-35	C10100	3/2011	4.95
						* Total	4.95
03/17/2011	800126	WAL-MART - IGH	ELAN CC	505-6200-453.60-65	C10000	3/2011	55.60
						* Total	55.60
				39 Checks	** Fund Total		65,445.33
03/10/2011	105347	LEAGUE OF MN CITIES INS	LMCIT #11058112	602-2100-415.70-20		3/2011	1,000.00
						* Total	1,000.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/16/2011	105393	LEAGUE OF MN CITIES INS	LMCIT CLAIM #11075246	602-2100-415.70-20		3/2011	247.60
			LMCIT CLAIM #11076126	602-2100-415.70-20		3/2011	2,973.53
			490370	602-2100-415.50-09		3/2011	1,020.00
						* Total	4,241.13
03/16/2011	105486	OPTUMHEALTH FINANCIAL S	CITY OF INVER	602-2100-415.30-55		3/2011	.49
						* Total	.49
03/23/2011	105573	LEAGUE OF MN CITIES INS	LMCIT CLAIM:11066563	602-2100-415.70-20		3/2011	7,547.79
			LMCIT CLAIM:11076125	602-2100-415.70-20		3/2011	2,976.03
						* Total	10,523.82
03/23/2011	105576	LYNCH, JOE	EXPENSES	602-2100-415.50-65		3/2011	14.00
						* Total	14.00
				5 Checks	** Fund Total		15,779.44
03/16/2011	105350	ADVANCED GRAPHIX, INC.	SGT LUNDBLAD	603-5300-444.40-41		3/2011	192.38
						* Total	192.38
03/16/2011	105357	CARQUEST AUTO PARTS STO	614420	603-5300-444.40-41		3/2011	16.48
						* Total	16.48
03/16/2011	105371	EMERGENCY AUTOMOTIVE TE	IGH FIRE	603-5300-444.40-41		3/2011	570.15
						* Total	570.15
03/16/2011	105446	ARAMARK UNIFORM SERVICE	cust#15353001	603-5300-444.40-65		3/2011	32.95
			cust#15353001	603-5300-444.60-45		3/2011	34.54
						* Total	67.49
03/16/2011	105447	CARQUEST AUTO PARTS STO	acct#614420	603-5300-444.40-41		3/2011	61.20
			acct#614420	603-5300-444.40-41		3/2011	263.23
			acct#614420	603-5300-444.40-41		3/2011	51.30
			acct#614420	603-0000-145.50-00		3/2011	47.03
			acct#614420	603-5300-444.40-41		3/2011	28.17
			acct#614420	603-5300-444.60-12		3/2011	12.35
						* Total	360.68
03/16/2011	105452	EMERGENCY AUTOMOTIVE TE	cust id INVER GROVE HTS	603-5300-444.40-41		3/2011	86.80
			cust id INVER GROVE HTS	603-5300-444.40-41		3/2011	92.77
						* Total	179.57
03/16/2011	105459	INVER GROVE FORD	A/R7905	603-5300-444.40-41		3/2011	14.24
						* Total	14.24
03/16/2011	105486	OPTUMHEALTH FINANCIAL S	CITY OF INVER	603-5300-444.30-55		3/2011	6.65
						* Total	6.65
03/16/2011	105492	R & R SPECIALTIES OF WI	IGHVET	603-5300-444.40-41		3/2011	327.50
						* Total	327.50
03/16/2011	105497	SECURITY ACCESS SYSTEMS	repair 3 doors	603-5300-444.40-40		3/2011	200.00
						* Total	200.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/16/2011	105516	WAHL'S ENTERPRISES	parks 554 ro#53571	603-5300-444.40-41		3/2011	638.47
						* Total	638.47
03/16/2011	105518	WESTERN PETROLEUM COMPA	cust#42140	603-0000-145.50-00		3/2011	2,847.83
						* Total	2,847.83
03/16/2011	105526	XCEL ENERGY	acct#51-5279113-0 acct#51-5279113-0	603-5300-444.40-10 603-5300-444.40-20		3/2011 3/2011	2,936.03 1,993.95
						* Total	4,929.98
03/16/2011	105528	ZEE MEDICAL SERVICE	8168 Barbara Ave	603-5300-444.60-65		3/2011	167.47
						* Total	167.47
03/23/2011	105531	ACE PAINT & HARDWARE	CUST#501126	603-5300-444.60-40		3/2011	9.77
						* Total	9.77
03/23/2011	105537	C.J. SPRAY, INC.	PO#BARRY	603-5300-444.80-80		3/2011	6,407.16
						* Total	6,407.16
03/23/2011	105538	CARQUEST AUTO PARTS STO	CUST#614420 CUST#614420 CUST#614420 CUST#614420	603-5300-444.60-12 603-0000-145.50-00 603-0000-145.50-00 603-0000-145.50-00		3/2011 3/2011 3/2011 3/2011	22.35 33.35 65.01 59.17
						* Total	179.88
03/23/2011	105550	FACTORY MOTOR PARTS COM	ACCT 10799 ACCT 10799 ACCT 10799	603-0000-145.50-00 603-5300-444.40-41 603-5300-444.40-41		3/2011 3/2011 3/2011	76.67 13.00 26.00-
						* Total	63.67
03/23/2011	105552	FORCE AMERICA, INC.	CUST#FASD45L CUST#9837A001 CUST#RICK	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		3/2011 3/2011 3/2011	2,250.45 290.22 658.35
						* Total	3,199.02
03/23/2011	105561	INVER GROVE FORD	RO#6060338/1	603-5300-444.40-41		3/2011	780.71
						* Total	780.71
03/23/2011	105569	KREMER SERVICES LLC	WORK ORDER 10809	603-5300-444.40-41		3/2011	1,828.05
						* Total	1,828.05
03/23/2011	105570	L.T.G. POWER EQUIPMENT	5656	603-5300-444.80-80		3/2011	20,731.62
						* Total	20,731.62
03/23/2011	105571	LANO EQUIPMENT, INC.	CUST ID:CITYINVER	603-5300-444.80-80		3/2011	45,770.21
						* Total	45,770.21
03/23/2011	105578	MACQUEEN EQUIPMENT INC	JOB ORDER 1100337	603-5300-444.80-80		3/2011	212,050.85
						* Total	212,050.85
03/23/2011	105596	S & T OFFICE PRODUCTS	S28777	603-5300-444.60-10		3/2011	62.04
						* Total	62.04

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/23/2011	105615	YOCUM OIL COMPANY, INC.	CUST#502860	603-0000-145.60-00		3/2011	5,144.58
			CUST#502860	603-0000-145.60-00		3/2011	673.66
						* Total	5,818.24
				26 Checks	** Fund Total		307,420.11
03/16/2011	105490	PRECISION DATA SYSTEMS	0274	604-2200-416.60-05		3/2011	409.13
			0307	604-2200-416.60-05		3/2011	231.02
						* Total	640.15
03/16/2011	105495	S & T OFFICE PRODUCTS	S28777	604-2200-416.60-10		3/2011	164.16
			S28777	604-2200-416.60-10		3/2011	82.05
			S28777	604-2200-416.60-10		3/2011	333.87
						* Total	580.08
03/16/2011	105504	STEENBERG, LUKE	EXPENSE REIMBURSEMENT	604-2200-416.60-10		3/2011	11.78
						* Total	11.78
03/23/2011	105596	S & T OFFICE PRODUCTS	S28777	604-2200-416.60-10		3/2011	126.91
						* Total	126.91
				4 Checks	** Fund Total		1,358.92
03/16/2011	105456	HILLYARD INC	cust #274069	605-3100-419.60-11		3/2011	26.37
						* Total	26.37
03/16/2011	105457	HUEBSCH SERVICES	cust #100075	605-3100-419.40-65		3/2011	49.15
						* Total	49.15
03/16/2011	105489	P&D MECHANICAL CONTRACT	INVER	605-3100-419.40-40		3/2011	431.00
						* Total	431.00
03/16/2011	105495	S & T OFFICE PRODUCTS	S28777	605-3100-419.60-40		3/2011	2,634.47
						* Total	2,634.47
03/16/2011	105507	TDS METROCOM	651 554 0132	605-3100-419.50-20		3/2011	984.91
						* Total	984.91
03/16/2011	105512	USA MOBILITY WIRELESS I	acct #0317493-5	605-3100-419.40-65		3/2011	13.09
						* Total	13.09
03/16/2011	105526	XCEL ENERGY	acct#51-5279113-0	605-3100-419.40-20		3/2011	6,977.75
						* Total	6,977.75
03/16/2011	105527	ZAYO ENTERPRISE NETWORK	acct#005456	605-3100-419.50-20		3/2011	2,004.65
						* Total	2,004.65
03/16/2011	105528	ZEE MEDICAL SERVICE	000701	605-3100-419.60-65		3/2011	99.10
						* Total	99.10
				9 Checks	** Fund Total		13,220.49
03/16/2011	105360	CIVICPLUS	DNS HOSTING	606-1400-413.30-70		3/2011	165.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	165.00
03/16/2011	105445	ADVANCED TECHNOLOGY SYS	INK & MTC KIT - PER DIANE	606-1400-413.60-10		3/2011	1,345.59
						* Total	1,345.59
03/16/2011	105465	LOGISOLVE LLC	38281	606-1400-413.30-70		3/2011	712.50
						* Total	712.50
03/16/2011	105484	OFFICE OF ENTERPRISE TE	customer #200B00171	606-1400-413.30-75		3/2011	311.81
						* Total	311.81
03/16/2011	105511	US INTERNET	3/10-4/9/2011	606-1400-413.30-70		3/2011	200.00
						* Total	200.00
03/17/2011	800105	BEST BUY BUSINESS ADVAN	ELAN CC	606-1400-413.60-65		3/2011	21.38
						* Total	21.38
				6 Checks	** Fund Total		2,756.28
03/16/2011	105379	GOODHUE COUNTY SHERIFF'	DANIELLE MARIE COLLIER	702-0000-229.10-00		3/2011	410.00
						* Total	410.00
03/16/2011	105382	HENNEPIN COUNTY DISTRIC	ANDREW WATSON WALLEK	702-0000-229.10-00		3/2011	50.00
						* Total	50.00
03/16/2011	105450	DAKOTA CTY SHERIFF'S DE	STEVEN EDGAR JERMAN	702-0000-229.10-00		3/2011	250.00
						* Total	250.00
03/16/2011	105464	LEVANDER, GILLEN & MILL	CLIENT #81000E	702-0000-228.92-00		3/2011	5,680.80
			CLIENT #81000E	702-0000-229.17-00		3/2011	134.00
			CLIENT #81000E	702-0000-229.26-00		3/2011	222.40
			CLIENT #81000E	702-0000-229.61-00		3/2011	74.60
			CLIENT #81000E	702-0000-229.78-00		3/2011	566.00
						* Total	6,677.80
				4 Checks	** Fund Total		7,387.80
03/16/2011	105461	J.R.'S APPLIANCE DISPOS	recycle dehumid, tv, wtr	703-5500-446.40-25		3/2011	49.20
						* Total	49.20
				1 Checks	** Fund Total		49.20
				278 Checks	*** Bank Total		666,792.58
				278 Checks	*** Grand Total		666,792.58

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Extending Period of Local Emergency

Meeting Date: March 28, 2011
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Approve resolution to extend period of local emergency.

SUMMARY

At staff's request, the Mayor signed a proclamation declaring a local emergency that was effective March 26, 2011. This was done due to imminent flooding and the threat of property damage if the City did not take action. The declaration invokes the necessary portion of response and recovery aspects of the City's Emergency Operations Plan.

By statute, the City Council must pass a resolution extending the period of local emergency if it is to remain in-place for more than three days. The attached resolution extends the period of local emergency through April 30, 2011 to cover the estimated period of time to install, maintain and remove flood protection features this spring.

I recommend approval of the resolution.

SDT/kf

Attachments: Mayor's proclamation
 Resolution

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

**MAYOR'S PROCLAMATION DECLARING A LOCAL EMERGENCY
(UNDER MINN. STAT. §§ 12.29 AND 12.37)**

WHEREAS, the Mayor of the City of Inver Grove Heights finds that the following situation exists:

Imminent flooding will soon threaten properties within the City.

WHEREAS, the Mayor finds that the situation is sudden and unforeseen. The unforeseen combination of circumstances calls for immediate action to prevent a disaster from developing or occurring.

WHEREAS, the Mayor finds that conditions in the City have worsened considerably as a result of the situation.

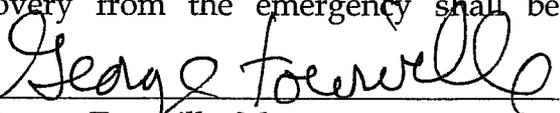
WHEREAS, the Mayor finds that the situation threatens the health, safety and welfare of the citizens of the community.

WHEREAS, the Mayor finds that the situation will cause loss if not immediately addressed.

WHEREAS, the Mayor finds that traditional sources of relief are not able to repair or prevent the injury or loss.

NOW THEREFORE, the Mayor declares this situation to be a local emergency effective Saturday the 26th day of March, 2011.

This declaration of local emergency will invoke the City's disaster plan. The portions that are necessary for response to and recovery from the emergency shall be implemented.


George Tourville, Mayor

ATTEST:


Melissa Rheaume, Deputy Clerk

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

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF INVER GROVE
HEIGHTS TO EXTEND PERIOD OF LOCAL EMERGENCY
(UNDER MINN. STAT. §§ 12.29 AND 12.37)**

WHEREAS, the Mayor of the City of Inver Grove Heights has found that the following situation exists:

Imminent flooding will soon threaten properties within the City.

WHEREAS, the Mayor has declared that the situation is a local emergency.

WHEREAS, the City Council agrees with the Mayor's findings and further finds that the situation will last for more than three (3) days.

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

1. The City Council declares that the local emergency is recognized as continuing until April 30, 2011.
2. This declaration of local emergency will invoke the City's disaster plan.
3. The portions that are necessary for response to and recovery from the emergency shall be implemented.

Passed by vote of the City Council of Inver Grove Heights this 28th day of March, 2011.

Acting Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution to Contract during a Special Emergency

Meeting Date: March 28, 2011
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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 resolution authorizing staff to contract for labor, equipment, and materials during a special emergency.

SUMMARY

In the declared local emergency, the attached resolution authorizes staff to take immediate action to hire contractors to provide and place earthen materials for emergency levee construction, if necessary, for an amount not to exceed \$50,000. By statute, emergency contracting is not subject to the normal purchasing and competitive bidding requirements.

I recommend approval of the resolution.

SDT/kf
 Attachments: Resolution

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

**RESOLUTION TO CONTRACT DURING A SPECIAL EMERGENCY
(UNDER MINN. STAT. §§ 365.37 AND 415.01)**

WHEREAS, the City Council of the City of Inver Grove Heights has declared that a special emergency is in effect.

WHEREAS, immediate action to respond to the situation is needed in order to protect the health, safety and welfare of the community.

WHEREAS, the immediate purchase or rental of machinery, equipment and earthen materials and supplies is required to respond to the emergency.

WHEREAS, hiring of contractors to provide and place earthen materials is required to respond to the emergency.

WHEREAS, Minn. Stat. §§ 365.37 and 415.01 provide that the emergency contract is not subject to the normal purchasing and competitive-bidding requirements because of the emergency.

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

1. Up to the cumulative total sum of \$50,000, the City Council hereby approves the purchase or rental of machinery, equipment and earthen materials and supplies required to respond to the emergency and the Council approves the hiring of contractors to provide and place earthen materials to respond to the emergency.

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

The Mayor and Clerk are hereby directed to contract on behalf of the City for the items set forth above.

Passed by vote of the City Council of Inver Grove Heights this 28th day of March, 2011.

Acting Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 28, 2011
 Item Type: Administration
 Contact:
 Prepared by: Joe Lynch, City Administrator
 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

PURPOSE/ACTION REQUESTED

Approve the Request for Proposal to provide services to comply with American with Disabilities Act, Section 504 of the 1973 Rehabilitation Act and Minnesota State Building Code-Minnesota Rules, Chapter 1341

SUMMARY

The Council has already approved this same contractor to provide a complete review of all of our Park Buildings, the VMCC and related properties for the same compliance overview. After discussing this contract and the services with the Parks & Recreation Director, I feel it would be a service we should provide for all of our remaining facilities: City Hall/Public Safety, Public Works, Fire Stations and the Water Treatment Plant. These are all buildings that the general public interacts with and that we either invite in or they can access. We should know what our risks and liabilities are, determine costs and a prioritization in terms of fixing those with the highest risk first. Some of the work will be coordinated with the work being done on our parks buildings and grounds due to the weather and access.

I recommend approval of the RFP from JQP in the amount of \$9,500 which is the base cost plus expenses and the Self Evaluation Report. Funding for this will come from the City Facilities Fund, which has a balance of \$ 774,695.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consideration of Request for Proposal for Architectural Services for Heritage Village Park

Meeting Date: March 28, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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 type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Recommend approval of the RFP for the purposes of soliciting an architectural firm to provide the City and County with feasibility level of planning for the buildings and structures proposed in the recently updated Heritage Village Park Master Plan.

SUMMARY

With the completion of the recently updated master plan for Heritage Village Park, the next logical step in the process is to create a plan for the parks buildings and structures. The attached RFP has been developed with input from Dakota County and the City. The RFP has the following highlights:

- Encompasses all buildings and structured envisioned through the updated master plan
- Provides the City/County with a unified architectural style
- Provides an opportunity to develop each of the facilities programs
- Provides an opportunity to develop expectations
- Gives the City/County drawings that can be used to attract financial partners

Overall the process would be similar to the master plan process in that a subcommittee of the Park and Recreation Advisory Commission would be formed to work with the architect. The Park and Recreation Commission reviewed this issue at their March 9th meeting and is recommending approval.



Heritage Village Park Mississippi River Regional Trail Scope of Services

Architectural Feasibility

Background

The City of Inver Grove Heights is planning to develop Heritage Village Park, an 80-acre community park on the Mississippi River. The City recently adopted an updated version of the parks master plan in December 2010. The park is closely tied to the City's effort to convert the 1894 Rock Island Swing Bridge into a 670' recreational pier. In addition, Dakota County has constructed the Mississippi River Regional Trail, a 26-mile trail connecting St Paul to Hastings through the park. The area was first established by the Rock Island Railroad and the communities roots began in the surrounding area and is referred to as the Old Village. Much of the site is a former railroad maintenance yard.

The park master plan (see attached) envisions the following buildings/shelters on the site:

- Regional trailhead facility with a parking lot and small restroom facility that would be served by city water and sewer services.
- Park building that would be multi-purpose providing the main focal point when entering the park. The building would likely contain full restrooms, seating for 200 people, catering kitchen, storage area and attached picnic space with patio area
- Picnic shelter near the central play area that would accommodate casual picnics (10-20 people)
- Second picnic shelter near the pond that would accommodate casual picnics (fewer than 10 people)

The plan also anticipates that two existing structures (Old Town Hall and a one-room school house) may be moved to the site to aid the community in reconnecting with its past. Plans to move the existing structures to the site are predicated on the thought that consideration would be given to moving the structures once we can determine if they can actually be moved, have a better understanding of the costs to move and restore the buildings and as long as we have developed a defined use of the building(s). It is anticipated that one of the two structures may be used as a backdrop to a community amphitheater planned for the park.

Proposed Scope of Work

- Create a theme/architectural style for all of the buildings that focuses on the history of the area and the sites connection to the railroad and Rock Island Swing Bridge
- Provide 1-2 concepts for each of the proposed new structures as outlined in the park master plan
 - Develop exterior elevations
 - Develop floor plan layout
 - Identify exterior and interior building materials and color options
 - Develop a feasibility level cost estimate for each structure

- Provide 1-2 concepts for potential uses for the Old Town Hall and School House
 - Assess and recommend the viability of reuse of the structures
 - Develop list of renovation issues/needs to bring the facilities up to code for public use
 - Develop a feasibility level cost estimate for moving and renovating each structure

Process likely includes the following evening meetings:

- Kick-off Meeting (Staff and Work Group)
- Meeting with staff and work group to review initial concepts
- Meeting with staff and work group to review final concepts
- Public Open House
- Meeting with City Park and Recreation Commission
- Meeting with County Board
- Meeting with City Council

Please submit three (3) copies of your proposal, example of work, and fees to:

City of Inver Grove Heights
 Attn: Eric Carlson
 8055 Barbara Ave
 Inver Grove Heights, MN 55077

Selection Process

1. Written proposals are due back by Friday, April 22nd, 2011 at 12 noon.
2. A committee made up of City and County Officials will review the written proposals and select a firm.

Financial Liability Limitations

The City/County shall not be liable for any expenses incurred by the applicant including, but not limited to, expenses associated with the preparation of the statement, attendance at interviews, preparation of a cost statement or any future contract negotiations.

Questions concerning this proposal should be directed to Eric Carlson, 651.450.2587 or ecarlson@ci.inver-grove-heights.mn.us

Proposed Schedule

Early May	Architect Selected by City and County Staff
End of May	Seek approval from County Board and City Council to hire architect
June – August	Meetings with architect, City & County Officials, public as necessary
September	Present preferred plan to elected officials

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve North Valley Disc Golf Course Operations Agreement with Fairway Flyerz Discs, Inc.

Meeting Date: March 28, 2011
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 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 North Valley Disc Golf Course operations Agreement with Fairway Flyerz Discs, Inc. for 2011.

SUMMARY

The North Valley Disc golf course has been a no-charge facility since its inception in the 1990's.

At the City Council Work Study Session on February 28, 2011, the City Council reviewed the concept of going to a pay-to-play operation by installing a mobile sales unit operated by Fairway Flyerz Discs, Inc. Staff was directed to proceed with negotiating an agreement to be brought back for approval at a regular City Council meeting.

Staff has negotiated an operations agreement with Fairway Flyerz Discs, Inc. The agreement has been reviewed by both the vendor and the City Attorney. Highlights of the agreement include:

- Fairway Flyerz Discs, Inc. will operate from April-October seasonally, seven days a week from 10 a.m.-7 p.m. (or dusk) depending on time of year.
- The City shall retain 50% of the Net Revenue generated from Admission Sales including daily admission and annual passes.
- Fairway Flyerz Discs, Inc. will retain all Net Revenue generated from Retail Sales. The City will retain all Net Revenue generated from Admission Sales sold at the Parks and Recreation Offices and/or online via the City's online registration system.
- All persons under the age of 21 will be allowed admission at no charge.
- Annual passes will be \$30/year and the daily admission will be \$5/day.
- City and Fairway Flyerz Discs, Inc. will equally split the \$2,000 cost to install electricity to the site. City will utilize revenue dollars generated to pay for the City's portion of this cost. City would retain (own) the installed power connection at the site should the agreement be terminated in the future.
- Proposed agreement is similar to the agreement that South St. Paul has entered into with vendor for 2011. Both the Inver Grove Heights and South St. Paul agreements have been prepared by the same attorney offices.
- Agreement is for one (1) year with the option for either party to re-negotiate terms or terminate contract.
- Fairway Flyerz Discs, Inc. will retail from an 8' 20" mobile mini portable trailer and will be responsible for on-going electricity, security and phone expenses.

This agreement acknowledges that Fairway Flyerz Discs, Inc. needs to make a reasonable amount of revenue to sustain their operation at North Valley Park. Their potential operation benefits the City by providing the resources to collect revenue without any added cost to our City operations.

Potential revenue from this operation would assist in reducing the Recreation Fund's dependence on general fund dollars. It would also provide a possible funding mechanism to be able to adequately maintain the course and provide for possible future improvements.

Fairway Flyerz Discs, Inc. would need to secure all necessary insurance, permits and licensing required by the Agreement prior to opening.

**DISC GOLF COURSE OPERATIONS AGREEMENT BETWEEN
INVER GROVE HEIGHTS AND FAIRWAY FLYERZ DISCS, INC.**

This Agreement ("Agreement") made this _____ day of _____, 2011 ("Effective Date") is made between the City of Inver Grove Heights, 8150 Barbara Avenue Inver Grove Heights, MN 55077 ("City") and Fairway Flyerz Discs, Inc., 2950 Rice Street, St. Paul, MN 55113 ("Fairway Flyerz").

RECITALS

WHEREAS, the City of Inver Grove Heights desires to engage the services of Fairway Flyerz to perform certain services at the disc golf course at North Valley Park in Inver Grove Heights; and

WHEREAS, Fairway Flyerz is experienced in providing such services and is willing to perform such services in exchange for the mutual promises as set forth in this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

**ARTICLE 1
DEFINITIONS**

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

- 1.1 **City.** "City" means the City of Inver Grove Heights, a municipal corporation.
- 1.2 **Net Revenue.** "Net Revenue" means the total revenue for City Admission Sales, Admissions Sales and Retail Sales, whichever the case may be, less applicable sales tax.
- 1.3 **Disc Golf Course.** "Disc Golf Course" means the disc golf course located at North Valley Park, 2800 70th St East in Inver Grove Heights, Minnesota.
- 1.4 **Disc Golf Season.** "Disc Golf Season" means April 1 or as soon thereafter as weather permits and as mutually agreed upon by the parties through October 15.
- 1.5 **Fairway Flyerz.** "Fairway Flyerz" means Fairway Flyerz Discs, Inc., a Minnesota corporation.
- 1.6 **Admissions Sales.** "Admissions Sales" means all sales generated from season passes, daily admissions, special events and tournaments. "Admission Sales" excludes City Admission Sales.

- 1.7 **Retail Sales.** “Retail Sales” means all sales generated from concessions (food and beverages), discs, apparel, accessories, bags, professional lessons, and miscellaneous supplies for sale or rent that are related to disc golf.
- 1.8 **Utility Expense.** “Utility Expense” means the expense Fairway Flyerz incurred to install electrical service to the Disc Golf Course.
- 1.9 **City Admission Sales.** “City Admission Sales” means all sales generated from season passes, daily admissions, special events and tournaments when such sales are conducted at the City’s Parks and Recreation Department office and through the City’s website.

**ARTICLE 2
TERM**

- 2.1 The Term of the Agreement shall be for one (1) year, commencing on the Effective Date of this Agreement and terminating one (1) year thereafter.
- 2.2 This Agreement shall automatically renew for additional one-year terms for up to five (5) years under the same terms and conditions set forth in this Agreement, unless either party gives written notice of its intent not to renew to the other party at least 60 days prior to the end of the initial term or any subsequent renewal term.

**ARTICLE 3
FEES**

- 3.1 Fairway Flyerz and the City shall collect, deposit and retain an accurate accounting for all Net Revenue it generates from Admission Sales and Retail Sales for the Disc Golf Course.
- 3.2 All Net Revenue shall be divided between the City and Fairway Flyerz as follows:
- 3.2.1 Fairway Flyerz shall retain 50% of the Net Revenue generated from Admissions Sales and City shall receive 50% of the Net Revenue generated from Admission Sales.
 - 3.2.2 Fairway Flyerz shall retain 100% of the Net Revenue generated from Retail Sales.
 - 3.2.3 City shall retain 100% of the Net Revenue generated from City Admission Sales.

- 3.3 By the 15th of each month, Fairway Flyerz shall prepare an accounting of all Net Revenue it collected during the preceding month to City's Parks and Recreation Director.
- 3.4 If payment is due to the City pursuant to Section 3.2.1 Fairway Flyerz shall remit payment to the City contemporaneously with the submission of the accounting required by Section 3.3 of this Agreement.
- 3.5 Notwithstanding the division of Net Revenue in Section 3.2.1 above, Fairway Flyerz shall retain 100% of the first \$1,000.00 of Net Revenue generated from Admissions Sales to partially defray the Utility Expense. Thereafter, all Net Revenue generated from Admissions Sales shall be divided between the City and Fairway Flyerz pursuant to Section 3.2.1 above.

**ARTICLE 4
DUTIES AND RESPONSIBILITIES**

- 4.1 Fairway Flyerz agrees to provide its own personnel and to perform the promises and services as described on Exhibit A, attached hereto and incorporated herein, as well as other services as agreed to by the parties.
- 4.2 City agrees to provide the promises and services as described on Exhibit B, attached hereto and incorporated herein, as well as other services as agreed to by the parties.

**ARTICLE 5
INSURANCE**

- 5.1 During the term of this Agreement, Fairway Flyerz shall maintain in full force and effect the insurance coverages as required below.
 - 5.1.1 Commercial General Liability Insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. Such policy shall add the City as an additional insured; and
 - 5.1.2 Worker's Compensation insurance as required by law.
- 5.2 Fairway Flyerz shall provide the City with a certificate of insurance for the policies required in this Agreement.

**ARTICLE 6
INDEMNIFICATION AND IMMUNITIES**

- 6.1 Each party shall save and protect, hold harmless, indemnify and defend each other and each other's officers and employees, against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses, including all reasonable attorney's fees, arising from, or allegedly arising from, or resulting directly or indirectly from each indemnifying parties' own professional errors and omissions and/or negligent or willful acts or omissions, in the performance of this Agreement.
- 6.2 Nothing in this Agreement shall be deemed a waiver by the City of any statutory liability limits or immunities set forth in Minnesota Statutes, Chapter 466.

**ARTICLE 7
TERMINATION**

- 7.1 Either party may terminate this Agreement without cause by giving at least 30 days' advanced written notice. If terminated by Fairway Flyerz, the date of termination shall be selected to cause the least disruption to the operation of the Disc Golf Course.
- 7.2 Either party may terminate this Agreement for failing to perform a term, condition or requirement of this Agreement by giving at least 10 days' advanced written notice to the defaulting party. After receipt of such notice, the defaulting party shall have 10 days to cure the default.

**ARTICLE 8
MISCELLANEOUS PROVISIONS**

- 8.1 Notices. Any notice required to be given pursuant to this Agreement shall be made in writing and addressed as follows:

If to the City:

City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Fairway Flyerz:

Fairway Flyerz
2950 Rice Street
St. Paul, MN 55113

- 8.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.
- 8.3 Independent Contractor Status. All services provided by Fairway Flyerz, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Fairway Flyerz or as independent contractors of Fairway Flyerz and not as employees of the City for any purpose.
- 8.4 Assignment and Sublease. This Agreement is not assignable without the mutual written agreement of the parties. Fairway Flyerz shall not sublease this Agreement to another vendor without the City's written consent.
- 8.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- 8.6 Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- 8.7 Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

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

CITY OF INVER GROVE HEIGHTS

FAIRWAY FLYERZ DISCS, INC.

George Tourville, Mayor

By: _____
Its: _____

Melissa Rheame, Deputy City Clerk

EXHIBIT A

DUTIES AND RESPONSIBILITIES OF FAIRWAY FLYERZ

1. Operate Admissions Sales and Retail Sales for the Disc Golf Course during the Disc Golf Season to standards that are acceptable to both parties, utilizing its own personnel for the operations. Fairway Flyerz will be solely responsible for hiring the personnel it deems appropriate for successful operations.
2. Be responsible for all operating expenses related to the Admissions Sales and Retail Sales, including, but not limited to employee costs, credit card fees, inventory and related expenses.
3. Expand Disc Golf Course operating hours and provide at least the same number of hours as in previous years.
4. During the Disc Golf Season, be responsible for the collection of Admissions Sales and Retail Sales that occur at the Disc Golf Course.
5. Install and use a retail structure to conduct the services required in this Agreement as outlined in its Proposal for Disc Golf Retail Sales dated March 11, 2011 and obtain all appropriate permits and licenses to operate such structure at the Disc Golf Course.
6. Assume the on-going responsibility for the following:
 - a. Installation and payment for any utilities such as phones and electricity for the temporary building;
 - b. Properly stocking the temporary building to be able to perform Admissions Sales and Retail Sales to the reasonable satisfaction of the City in order to provide quality service;
 - c. Notify the City of any issues related to the Disc Golf Course maintenance, patron misconduct or other issues related to the Disc Golf Course; and
 - d. Daily cleaning of the temporary building and any outdoor seating areas immediately adjacent to the access to the Disc Golf Course.
7. Accommodate the City's need for use of the Disc Golf Course outside of daily Disc Golf Course hours, providing appropriate staffing and personnel to perform the Admissions Sales and Retail Sales during special events, such as league and tournament play. The City shall use its best efforts to notify Fairway Flyerz in advance of special events for which additional Disc Golf Course hours will be needed.

8. Order, purchase and provide all admission supplies, including the annual “bag tag” passes and the daily wristbands. A supply of annual passes shall be provided to the City in order for the City to conduct Admissions Sales at the Community Center.
9. Promote and collect funds for Admissions Sales pursuant to the Disc Golf Course fees established by the City Council. Pursuant to City Council directive and the Disc Golf Course fees established by the City Council, Fairway Flyerz agrees that it will not charge or collect Disc Golf Course fees from players under the age of 21 years of age.
10. Cooperate with the City on management and operational decisions related to the Disc Golf Course during the term of this Agreement.

DRAFT

EXHIBIT B

DUTIES AND RESPONSIBILITIES OF CITY

1. Endeavor to maintain and improve the Disc Golf Course to continue its reputation as a leading Disc Golf Course and have City Staff available to Fairway Flyerz staff on a regular basis.
2. Assume the on-going cost for the following:
 - a. Property insurance; and
 - b. Property upkeep.
3. Promote and collect funds for Admissions Sales at the Community Center pursuant to the Disc Golf Course fees established by the City Council.
4. Provide Fairway Flyerz with all relevant program materials, policies and procedures so that it may provide quality service.
5. Allow Fairway Flyerz to display temporary advertising signage at the Disc Golf Course promoting Fairway Flyerz, pursuant to City Code.
6. Publish and include Fairway Flyerz information in all appropriate summer brochures and on the City's website.
7. Give Fairway Flyerz a right of first refusal on any other retail vendor who requests to conduct Retail Sales at the Disc Golf Course. Such right of first refusal shall expire if not exercised within 30 days after the City has notified Fairway Flyerz of the new vendor's request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 28, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Dennis Hogan, Michael Barnett, John Fisher, Tania Serafimov and Jeff Jackson.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Skyview Park Athletic Field Conversion Project

Meeting Date: March 28, 2011
 Item Type: Public Hearing
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Tracy Petersen

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution that directs staff to submit a grant to the Minnesota Department of Natural Resources – Outdoor Recreation Grant for the Skyview Park Athletic Field Conversion Project. Should a grant be awarded, the City would use the proceeds of the grant to make improvements to Skyview Park.

SUMMARY

On February 14, 2011 the City Council discussed the concept of converting athletic fields at Skyview Park from baseball/softball to football/soccer/lacrosse. The Council was interested in gaining feedback from residents and impacted associations and directed staff to hold a public informational meeting.

On March 1, 2011 in conjunction with the South Grove Street Reconstruction Neighborhood Meeting, a meeting was held to gain feedback from residents on the proposed project. Approximately a dozen residents listened to a presentation and asked questions. A few residents in attendance didn't understand the need for the change and a larger portion of those attending seemed supportive or neutral. Written comments received from residents are attached.

Comprehensive Park Plan and Development Guide

The Comprehensive Park Plan and Development Guide (CPPDG) discusses a need for additional rectangular fields to assist the City in relieving pressure on the four (4) fields at Rich Valley due to changing use patterns and community demographics.

According to the CPPDG, the benchmark standard for baseball/softball fields in the community is eleven (11) and we have 29 if you include school district facilities. The benchmark for soccer/football/lacrosse is eight (8) and we have four (4).

Project Concept/Outline

This year's South Grove street reconstruction project is immediately adjacent to Skyview Park. This is significant because for the athletic field conversion project to be successful, additional fill will be necessary to re-grade the area to create a crown over the field.

- Close the athletic field area to public use in 2011-2012
- Strip the top 8-12 inches of topsoil for reuse and stockpile in the park
- Haul approximately 5,000 - 8,000 cubic yards of clean fill from the street project and grade it accordingly
- Replace the topsoil and temporary seed the area in 2011
- Install irrigation in 2012 and seed the park with athletic seed mixture
- Park would be open to use in 2013 assuming adequate grow-in of the seed
- The proposal does not include lighting the fields
- The proposal does not include that residents would be assessed for the cost of the project

Athletic Association Support

We have discussed the project with the Inver Grove Heat Youth Soccer Association and they are supportive of the project. We have also discussed the project with the Inver Grove Youth Football Association and they too are supportive of the project. Both are willing to contribute financially towards the project. At present, there isn't an established Youth LaCrosse Association but the sport is growing in popularity both at Simley High School and within the Park and Recreation program.

American with Disabilities Act

The grant requires that the entire park meets the Americans with Disabilities Act (ADA). As the Council is aware, the 2010 ADA standards – formally known as Revisions to Title II and III of the Americans with Disabilities Act - will take effect March 15, 2011 with compliance required by March 15, 2012. The act requires that recreation facilities not covered in the original 1991 Americans with Disabilities Act be accessible to disabled users. All new construction must conform to the standards.

Our ADA consultant has reviewed the entire park for ADA compliance and has found a few minor issues that will need to be addressed that total approximately \$20,000. These issues are grant eligible and are included in the request.

An additional issue is the playground equipment that is nearing the end of its scheduled useful life. Replacement of the equipment is estimated at \$70,000 and is grant eligible and has been included in the request.

An even larger issue is the permanent recreation building that was constructed in or around 1976 (35-years old). The restroom facilities do not meet the new ADA standard. We can address this issue by supplying a portable ADA accessible bathroom, but in the long term may need to consider future replacement of the recreation building because of ADA and other potential issues.

Development Investment Estimates/Anticipated Project Schedule

Description	Estimated Investment	Expected Completion Date
Install irrigation system covering approximately 3 acres	\$40,000	July 2012
Install approximately 240' of 8' bituminous trail	\$12,000	July 2012
Install approximately 700' of 6' high chain link fence	\$20,000	July 2012
Athletic turf seed establishment on approximately 3 acres	\$10,000	August 2012
Miscellaneous permanent site amenities	\$20,000	August 2012
ADA compliant playground equipment	\$70,000	August 2012
Miscellaneous ADA corrections	\$20,000	August 2012
Total	\$192,000	

Development Cost Funding Estimates

Funding Source	Amount	
Local Youth Football Association	\$5,000	3%
Local Youth Soccer Association	\$15,000	7%
City of Inver Grove Heights – Park Acquisition and Development Fund (Fund 402)	\$31,000	45%
City of Inver Grove Heights – Park Maintenance Replacement Fund (Fund 444)	\$55,000	
Sub Total	\$106,000	
MN DNR - Outdoor Grant Request	\$86,000	45%
Total	\$192,000	

Annual Operations and Maintenance Investment

The area is already an active athletic field which received a higher level of maintenance activity. The proposed improvements would increase our existing costs slightly. In total we expect that the annual cost to maintain the area is approximately \$24,000 which includes staff, supplies, utilities, vandalism repair, chemicals, and equipment costs estimates. Funding for this is provided in the City's Park Maintenance Budget (Fund 101-6000-451).

Long Term Maintenance Investment

We would anticipate the following costs to fund future replacement over a 20-year period:

Item	Initial Investment	Estimated Useful Life	5-year annual average cost per year	10-year annual average cost per year	20-year annual average cost per year
Play Equipment	\$70,000	15 years	\$5,100	\$5,500	\$6,500
Irrigation System	\$40,000	20 years	\$2,200	\$2,300	\$2,700
Trails	\$12,000	20 years	\$650	\$700	\$850
Fence	\$20,000	20 years	\$1,100	\$1,200	\$1,400
Site Amenities	\$20,000	20 years	\$1,100	\$1,200	\$1,400

Funding for this would be provided in the City's Park Maintenance Replacement Fund (Fund 444). Assumes that after the initial investment a 3% inflation factor is applied each year for the length of the anticipated useful life of the improvements.

Public Hearing

The grant application process requires the Council to hold a public hearing. Notices were sent to 108 homes that are within 500' of the park. An official public notice was also posted in the City's legal newspaper announcing the meeting.

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION 2011 –

RESOLUTION AUTHORIZING THE INVER GROVE HEIGHTS PARK AND RECREATION DEPARTMENT TO EXECUTE SUCH AGREEMENTS AS ARE NECESSARY TO IMPLEMENT THE SKYVIEW PARK ATHLETIC FIELD CONVERSION PROJECT ON BEHALF IF THE CITY

WHEREAS, the City of Inver Grove Heights may act as legal sponsor for the project contained in the Outdoor Recreation, Regional Park and/or Park Legacy Application to be submitted on March 30, 2011 and that the Park and Recreation Director is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Inver Grove Heights.

WHEREAS, the City of Inver Grove Heights has the legal authority to apply for financial assistance, and is financial capability to meet the match requirement and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

WHEREAS, the City of Inver Grove Heights has not incurred any development costs described in Item 5b and has not entered into a written purchase agreement to acquire property described on Item 5a.

WHEREAS, upon approval of its application by the state, the City of Inver Grove Heights may enter into an agreement with the State of Minnesota for the above - referenced project and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for outdoor recreation uses into perpetuity.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the Park and Recreation Director is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant

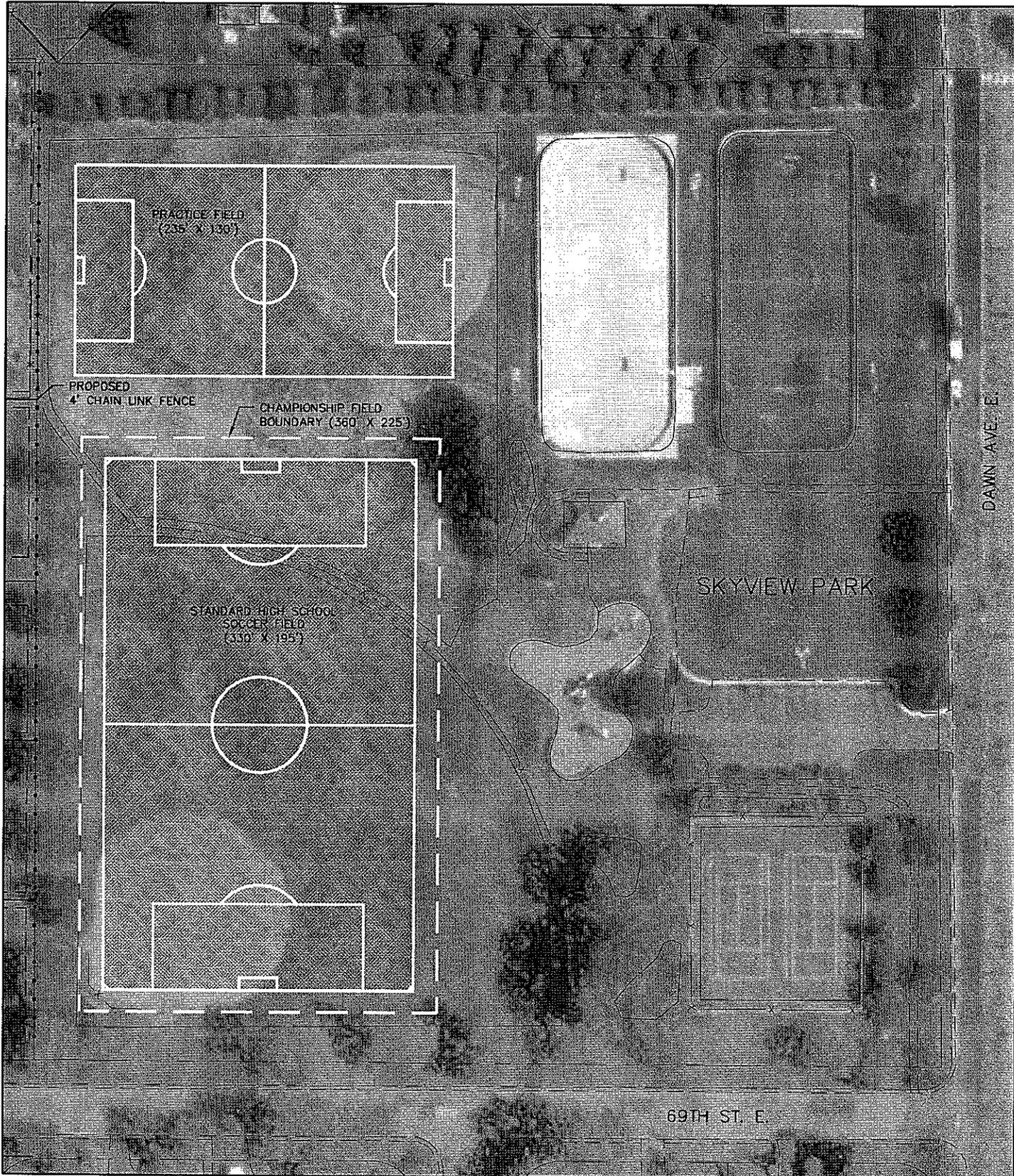
The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof: _____ and the following voted against the same: _____, whereupon said resolution was passed this 28th day of March 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

K:\WC_City\City\GIS\160209017_50 2011 - AREA 6\CAD\EXHIBITS\SPROVED6-SKYVIEW-PARK.dwg January 14, 2011 - 7:55am



Invar Grove Heights



Kinley-Horn and Associates, Inc.



SOUTH GROVE STREET
RECONSTRUCTION AREA 6
CITY PROJECT 2011-09D

SKYVIEW PARK
PROPOSED IMPROVEMENTS
EXHIBIT 12

Eric Carlson

From: Wendy SOUKUP [slacker-01@msn.com]
Sent: Tuesday, February 22, 2011 1:36 PM
To: Eric Carlson
Subject: FW: Reply to park renovation

From: slacker-01@msn.com
To: ecarlson@ci.invergrove-heights.mn.us
Subject: Reply to park renovation
Date: Tue, 22 Feb 2011 13:31:15 -0600

Eric,

I would like to know if we are going to get assessed on this? I don't care if you change the park but I do not want to have any financial responsibility for it. If that's the case I would like it to stay just the way it is.

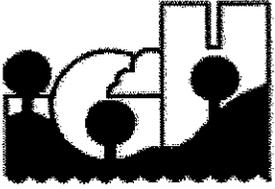
Thanks,

Rob Soukup

PHONE CALL

KEVIN ANDER
3848 67TH ST
LOST 2016 3003
LIGHTS (STREET)
WANTS THEM
OK w/PARK PLAN

SOUKUP



CITIZEN COMMENT FORM

Name

Roberta Springer

Address

3912 66TH ST. E.

Zip

IGHs. 55016

Telephone

651-455-6771

Email

Comments:

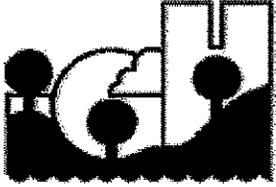
My husband and I attended the
March 1st meeting concerning
the Skyview Park proposal.

I am against the proposal
simply because I like the park
the way it is. We've enjoyed the
park - it's quiet, my grandkids
love the tennis court, the play-ground
area, and the skating rink. If there's
a softball game, there aren't enough
cars to create a problem.

Please leave the park the way
it is.

Thank you,

Roberta Springer



CITIZEN COMMENT FORM

Name JERRY GRUNSTAD
Address 3872 67th STREET EAST
Zip 55076 Telephone (651) 455-9614
Email _____

Comments:

THE POTENTIAL ERECTION OF A 4' TALL CHAIN LINK FENCE ON THE WEST BOUNDARY OF SKYVIEW PARK IS OF GREAT CONCERN TO ME. IF IT WERE TO RUN THE ENTIRE DISTANCE OF THE PARK'S WESTERN BOUNDARY, ITS PRESENCE WOULD ALTER FOOT TRAFFIC AT THE SOUTH BOUNDARY OF MY LOT.

I AM CONCERNED THAT PEOPLE NOW WALKING BETWEEN MY LOT (#50 ON YOUR MAP) AND MY NEIGHBOR'S LOT (#44 ON YOUR MAP) WILL ENTER MY LOT FROM THE WEST, CONTINUE EASTWARD AND CLIMB MY FENCE TO GET ONTO PARK PROPERTY. THEY ~~WILL~~ ^{WILL TAKE} THAT ROUTE BECAUSE A 4' FENCE WILL BLOCK THEIR CURRENT WALKWAY.

I SUGGEST A NEW FENCE ON THE WEST BOUNDARY NEED NOT BE CONTINUOUS TO THE PARK'S NORTHERN BOUNDARY.



City of Inver Grove Heights Parks & Recreation Department

"Discover the Opportunities"

8055 Barbara Avenue • Inver Grove Heights, MN 55077 • Phone: 651-450-2585 • Fax: 651-450-2490 • www.ci.inver-grove-heights.mn.us

March 16, 2011

Dear Skyview Park Neighbor

The City of Inver Grove Heights will be holding a Public Hearing on Monday, March 28th at 7:30pm. The purpose of the Public Hearing is for the Council to receive testimony and comments regarding the City's plan to convert the two existing baseball/softball fields at Skyview Park into irrigated rectangular fields suitable for football/soccer/lacrosse. To assist in funding the project the City plans to submit a grant to the Minnesota Department of Natural Resources.

I have attached a copy of the schematic concept for a visual interpretation of what is proposed. In general the concept is to:

- Close the athletic field area to public use in 2011-2012
- Strip the top 8-12 inches of topsoil for reuse and stockpile in the park
- Haul approximately 5,000 - 8,000 cubic yards of clean fill from the adjacent street project and grade it accordingly
- Replace the topsoil and temporary seed the area in 2011
- Install irrigation in 2012 and seed the park with athletic seed mixture
- Park would be open to use in 2013 assuming adequate grow-in of the seed
- The proposal does not include lighting the fields and property owners will not be assessed cost for the park project

If you are unable to attend but would like to comment, please feel free to contact me at 651.450.2587 or email me at ecarlson@ci.inver-grove-heights.mn.us.

Sincerely,

Eric Carlson
Parks & Recreation Director
City of Inver Grove Heights

Attachment: Public Notice

PUBLIC NOTICE

Notice is hereby given that the City Council of Inver Grove Heights will meet on MONDAY, MARCH 28, 2011 at 7:30 p.m. in the temporary City Council Chambers, located on the west side of City Hall at 8150 Barbara Avenue, Inver Grove Heights, MN to consider the request of the CITY OF INVER GROVE HEIGHTS - SKYVIEW PARK ATHLETIC FIELD CONVERSION.

The request consists of:

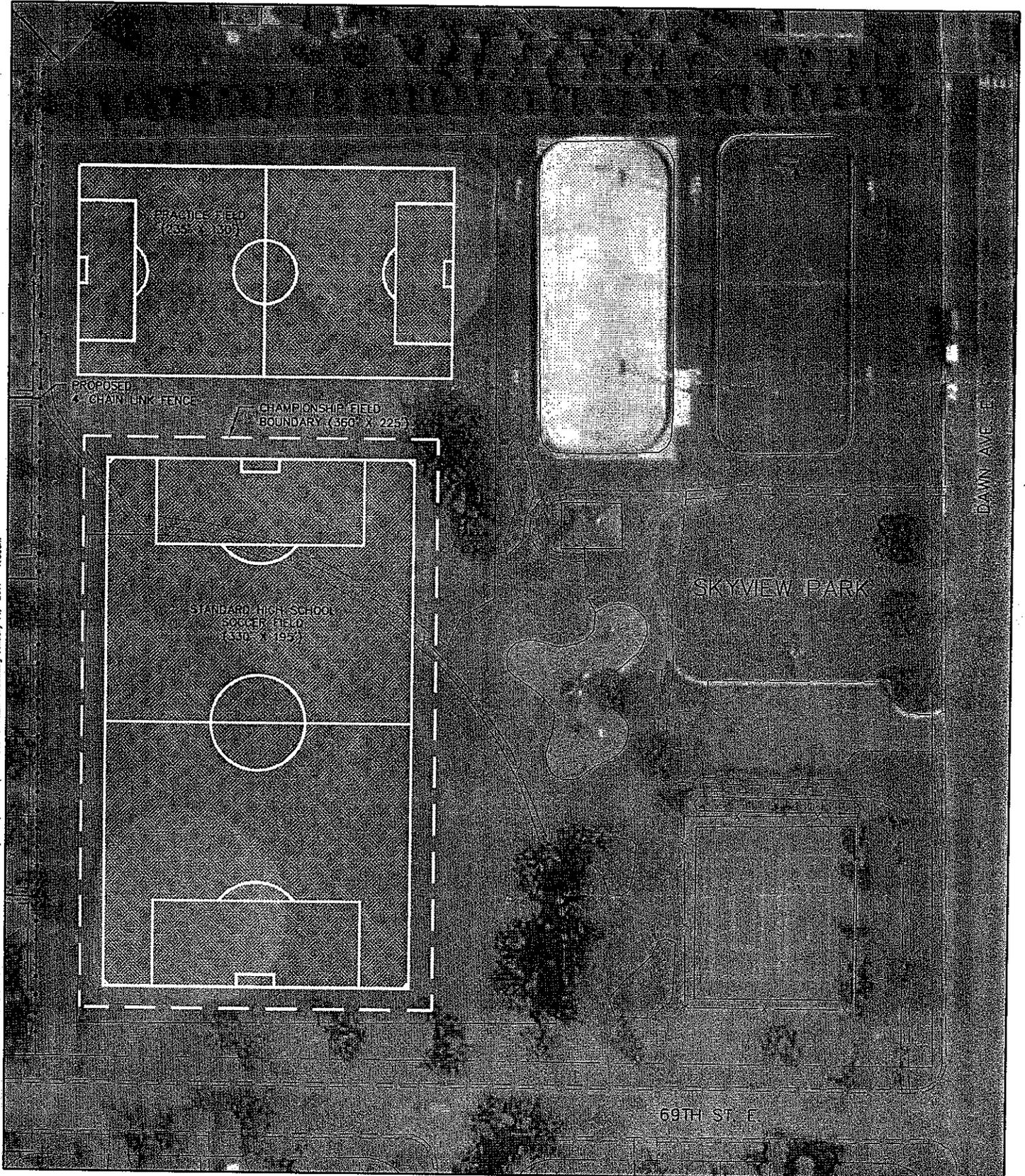
A public hearing to consider the **CONVERSION OF TWO EXISTING BASEBALL/SOFTBALL FIELDS TO AN IRRIGATED RECTANGULAR ATHLETIC FIELDS SPACE INTENDED FOR SOCCER/FOOTBALL/LACROSSE**

All written and oral statements will be considered at the public hearing and all those desiring to be heard will be heard at the public hearing. If you have questions about the notice, please call the Parks & Recreation Department at 651-450-2587.

PUBLISH ON SUNDAY, March 13, 2011

Melissa Rheaume, Deputy Clerk

K:\TWC_Cha\City\ISH\160599017_SG 2011 - AREA 6\0400\EXHIBITS\SCHEMATIC-SKYVIEW-PARK.dwg, January 14, 2011 - 2:55pm



**SOUTH GROVE STREET
RECONSTRUCTION AREA 6
CITY PROJECT 2011-09D**

**SKYVIEW PARK
PROPOSED IMPROVEMENTS
EXHIBIT 12**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Assessment Hearing for the 2010 Pavement Management Program, City Project No. 2010-12 – 59th Street Improvements

Meeting Date: March 28, 2011
 Item Type: Assessment Hearing
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SJA

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

PURPOSE/ACTION REQUESTED

Assessment hearing for the 2010 Pavement Management Program, City Project No. 2010-12 – 59th Street Improvements.

SUMMARY

The project area is 59th Street East from Concord Boulevard East to terminus and an alley from 59th Street East to Linden Street. 59th Street East and the alley were unimproved dirt streets. The 59th Street improvements included the following: Improved roadway to include: aggregate base, bituminous paving, concrete curb and gutter, retaining walls, grading, drainage improvements, restoration, water main improvements and appurtenances.

City Project No. 2010-12 was ordered by Council on March 22, 2010 as part of the City's 2010 Pavement Management Program. The total project cost is \$209,062.28

Two Commercial properties and five residential parcels are proposed to be assessed. Under the approved funding policy for the PMP, the City portion consists of at least 20 percent of the assessable project cost, plus extra bituminous width, corner credits, and adding in the 100 percent City contribution items such as water utility updates. Commercial properties are assessed on a front footage basis. The single family lots are assessed on front footage for new improvements. The appraiser's recertification indicates the project provides added value to the properties up to \$6,000/parcel for single family lots. The single family parcels are proposed to be assessed \$6,000/parcel (4 parcels) and \$3,466.06 for one parcel. The commercial properties both are proposed to be assessed at the appraiser's recommended benefit of \$10,528.14 and \$17,539.10 (both parcel assessments were above the recommended cap). The proposed final assessment amount is \$55,533.30. The proposed term and interest rate are ten (10) years and 5.0 percent, respectively. The total City portion is \$153,528.98

There was an informational meeting held on March 22, 2011 and one commercial property was represented. Staff answered the questions he had concerning the proposed assessment and noted the recommended cap reduced the proposed assessment per policy by half. Even though no residents were represented at the meeting, several residents contacted staff by phone with general approval of the project. The questions were concerning the assessment policy, payment methods, and inquiring about the no parking recommendation. There was one comment that the \$6000 assessment seemed high.

I recommend approving the resolution adopting the final assessment roll for the 2010 Pavement Management Program, City Project No. 2010-12 – 59th Street Improvements.

TJK/kf

Attachments: Resolution
 Final Assessment Roll
 Final Assessment Map

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

**RESOLUTION ADOPTING THE ASSESSMENT FOR THE 2010 PAVEMENT MANAGEMENT PROGRAM,
CITY PROJECT NO. 2010-12 – 59TH STREET IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – 2010 Pavement Management Program, City Project No. 2010-12 – 59th Street Improvements which includes the following areas:

59th Street East from Concord Boulevard East to terminus and an alley from 59th Street East to Linden Street

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years, the first of the installments to be payable on or before the first Monday in January 2012, and shall bear interest at the rate of 5.0 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 28th day of March 2011.

AYES:

NAYS:

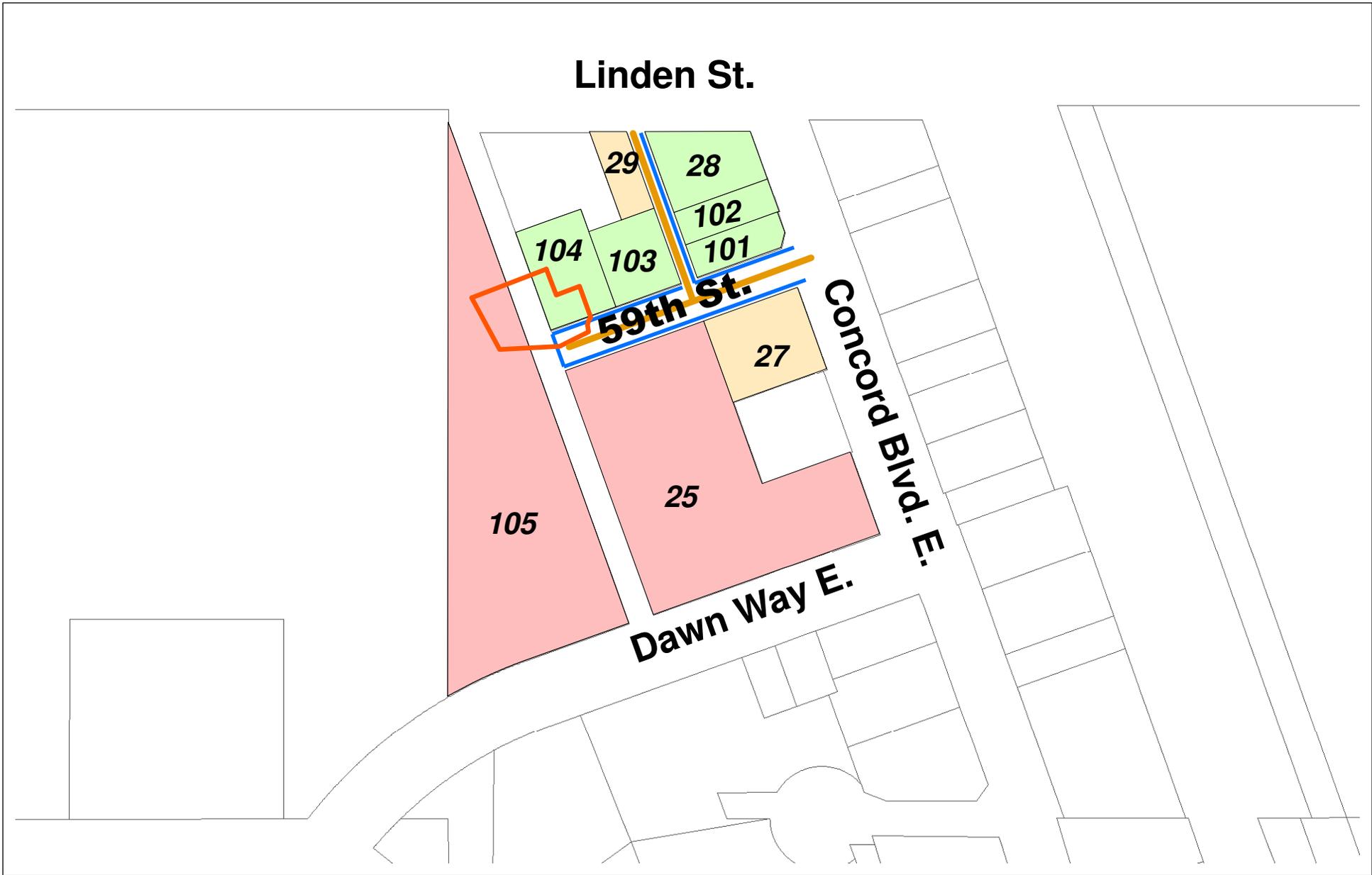
Dennis Madden, Acting Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY PROJECT NO. 2010-12 - 59TH STREET EAST IMPROVEMENTS FINAL ASSESSMENT ROLL

MAP NO.	TAX PIN	OWNER NAME	OWNER ADDRESS	OWNER CITY, STATE	OWNER ZIP	ASSESSMENT PER POLICY	ASSESSMENT W/CAP
105	200351002050	FRATTALONES DAWNWAY LLLP	3205 SPRUCE ST	LITTLE CANADA MN	55117	\$20,798.94	\$10,528.14
28	204325102001	JESSE & ERIN LEE	5855 CONCORD BLVD	INVER GROVE HEIGHTS MN	55076	\$3,466.06	\$3,466.06
102	204325103001	KEITH ANDREW JOYCE	5873 CONCORD BLVD	INVER GROVE HEIGHTS MN	55076	\$6,027.93	\$6,000.00
101	204325104001	KEITH J MARSH	5897 CONCORD BLVD	INVER GROVE HEIGHTS MN	55076	\$6,027.93	\$6,000.00
104	204325110001	JAMES W & A FYKSEN	4045 59TH ST E	INVER GROVE HEIGHTS MN	55076	\$14,370.18	\$6,000.00
103	204325112001	JOSEPH G & ROSALYN MCBRIDE	4055 59TH ST E	INVER GROVE HEIGHTS MN	55076	\$12,055.85	\$6,000.00
25	204325111002	SOUTH ST PAUL MOOSE LODGE	5927 CONCORD BLVD	INVER GROVE HEIGHTS MN	55076	\$51,237.36	\$17,539.10
						\$113,984.24	\$55,533.30



	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**





IGH4\PROJECTS_PUBLIC\2010_PROJECTS\
2010-12_59thStreet\2010-12assess.pdf

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

ATTORNEYS AT LAW

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

MEMO

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

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: March 23, 2011
**RE: Third Reading of Ordinance Amendment Relating To Off-Sale Intoxicating
Liquor Licenses – March 28, 2011, City Council Meeting**

Section 1. Background. The current liquor ordinance prohibits an off-sale intoxicating liquor establishment within 500 feet of a school or church. There are four (4) current exceptions:

1. Establishments that were already in existence prior to October 1, 1995 (this is the date that the distance restriction came into being); or
2. If the liquor establishment was already in place and the church or school was later built within 500 feet of the liquor establishment, then the liquor establishment can continue in its pre-existing location; or
3. In a situation where the government acquired the liquor store and the store was within 500 feet of a school or church, the liquor establishment is allowed to relocate within 500 feet of the same school or church as long as the relocation occurs within three (3) years of the acquisition. Thereafter, the liquor establishment may remain in its relocated site; or
4. Any liquor establishment acquired by the government may relocate within 500 feet of any church or any school for a temporary period of two (2) years if the liquor establishment was acquired by the government and if the relocation occurs within six (6) months after the government acquisition. After two (2) years at the relocated site, the relocated site is no longer an eligible location for an off-sale intoxicating liquor license.

Section 2. Cameron's Liquor Store. Exceptions 3 and 4 listed above were adopted on July 27, 2009, in response to the request of Cameron's Liquor Store.

Cameron's Liquor Store held an off-sale intoxicating liquor license for its location on Concord Boulevard. On July 18, 2008, Dakota County purchased the property and after a lease/back of one year, on July 18, 2009, the establishment closed for business. The building was purchased by Dakota County for the Concord Street Improvement Project.

Pursuant to exceptions 3 and 4 listed above, Cameron's Liquor Store relocated to Snyder's Drug Store in the Village Square Shopping Center. The liquor license for the Snyder's Drug Store location was issued on August 13, 2009.

Cameron's contemplated that it would build its new building by the fall of 2010. However, Dakota County and Cameron had not yet settled the compensation issue for the taking of the liquor store business. Now Cameron is proceeding on the basis that the new building will be constructed by the fall of 2011.

The attached ordinance extends the three (3) year time frame (for permanent relocation) to forty-two (42) months and the attached ordinance extends the two (2) year time frame (for temporary relocation) to thirty (30) months. Essentially the time frames are being extended by six (6) months. If the ordinance is not passed, the three (3) year time frame would expire on July 27, 2011, and the two (2) year time frame would expire on August 13, 2011.

The second reading of the attached ordinance was at the March 14, 2011 Council meeting. There were no changes made to the attached ordinance at the March 14th Council meeting.

Section 3. Council Action. The Council is asked to consider the third and final reading of the attached ordinance amendment at the March 28, 2011 Council meeting.

Attachment

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CITY CODE SECTION, 4-1A-6, J
RELATING TO OFF-SALE INTOXICATING LIQUOR LICENSES**

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. AMENDMENT. Section 4-1A-6, J of the 2008 City Code is hereby amended to read as follows:

4-1A-6: INELIGIBILITY FOR LICENSE; RESTRICTIONS ON ISSUANCE:

J. No off-sale intoxicating liquor license may be granted for a facility located on a parcel which lies within five hundred feet (500') of a parcel on which a school or church is located. The distance established herein shall be measured between the nearest property lines of the parcels.

For the purposes of this subsection, "parcel" means the lots on which the subject building exists, plus the adjoining lots used in conjunction with the liquor facility, church or school including any parking areas.

Provided, however, the following exceptions and qualifications to the above-stated distance requirement shall apply:

1. Licenses that existed on October 1, 1995, for locations that do not meet the requirements of this subsection may nonetheless be renewed or transferred for such locations.
2. If a school or church in the future expands or is built within five hundred feet (500') of a licensed location that did meet the requirements of this subsection, the

license may nonetheless be renewed or transferred for such location.

3. If a government entity acquires a licensed location that was within five hundred feet (500') of a school parcel or church parcel, then the license may be transferred to another location within five hundred feet (500') of the same school parcel or the same church parcel as long as the relocation occurs within ~~three (3) years~~ forty-two (42) months after the acquisition by the government entity.

4. If a government entity acquires a licensed location that was within five hundred feet (500') of a school parcel or church parcel, then the license may be temporarily transferred to another location for a period up to ~~two (2) years~~ thirty (30) months within five hundred feet (500') of any school parcel or any church parcel as long as the relocation occurs within six (6) months after the acquisition by the government entity; in such instance, the authorization for the temporary relocated site expires after ~~two (2) years~~ thirty (30) months from the time that the City issued the license for the relocated site; after the ~~two (2) year~~ thirty (30) month period, the relocated site is no longer eligible for an off-sale intoxicating liquor license.

Section 2. EFFECTIVE DATE. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this 28th day of March, 2011.

George Tourville, Mayor

Attest:

Melissa Rheame, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Carryover of Unused Budget Appropriations and Approve Transfers

Meeting Date: March 28, 2011
 Item Type: Regular
 Contact: Ann Lanoue 651-450-2517
 Prepared by: Ann Lanoue, Finance Director
 Reviewed by: N/A



Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input checked="" 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 Carryover of Unused Budget Appropriations from the 2010 Budget to 2011 and Approve Transfers and Budget amendments effective 12/31/10.

SUMMARY

Appropriations for the 2010 Budget expired as of December 31, 2010. As in past years some items were not completed in 2010 and we are requesting carryover of unused 2010 appropriations to the 2011 Budget. They are:

- Planning - \$65,900 for Planning Studies budgeted in 2010 but will occur in 2011
- Fire - \$17,000 of unspent due to the number of calls being less than anticipated
- Fire - \$20,000 – for in-house Leadership Development classes not complete in 2010
- Fire - \$19,000 – for replacement garage doors ordered in November 2010 but not installed until 2011
- Fire - \$9,500 – for chevrons to be applied to the back of older trucks for vehicle safety that were not spent in 2010
- Fire - \$4,000 – for a seminar anticipated for end of the year 2010, but not held until January 2011
- Fire - \$6,500 – for replacement of SCBA not replaced in 2010
- Fire - \$17,700 – for a breathing air compressor fill station
- Fire - \$19,500 – for computers for the fire vehicles originally budgeted in 2009 and carried over to 2010. They were not purchased earlier due to compatibility issues that needed to be resolved.
- Streets - \$31,900 – unspent funds for street repair and maintenance
- Sewer Utility - \$90,000 – for sanitary sewer pipeline repairs and rehabilitation utilizing cast in place pipelining methods

We are requesting General Fund transfers and budget amendments effective December 31, 2010 as follows:

- Streets - \$139,800 to Projects 2010-13, 14, 17 18 &19 for Storm Water Facility Maintenance Program in Zones 1-7 (Funding for these seven projects was to come from the General Fund per Council action when the projects were approved on August 23 and September 13, 2010)
- Streets - \$6,400 & Parks \$1,100 for Project 1009A 2010 Cracksealing (Funding for this project was to come from these departments in the General Fund per Council action when the project was approved on May 24, 2010)

- Engineering - \$1,800 for Project 2000-15 – Surface Water Ordinance Update (Funding was to come from the General Fund per Council action for the City's match of a grant from the Metropolitan Council in 2000)
- Engineering - \$9,600 – Final financing for Project 2001-04, Water Resources Management Plan Update which was ordered by the City Council on February 10, 2003.
- Street Lighting - \$5,800 for Project 2010-21 Boyd Avenue Street Lights per Council action when project was approved on September 27, 2010

In addition we are requesting approval of the following transfers from the Host Community Fund effective December 31, 2010:

- \$150,000 to Project 9811 Doffing Avenue Acquisitions(Previously this transfer was included in the General Fund Budget – This was changed for 2010 and will be transferred directly to the project from the Host Community Fund)
- Community Center Fund - \$347,632 to cover the operating deficit in this fund at the end of 2011. The budget for this transfer was \$503,200. This transfer is \$155,568 less than budgeted.

The General Fund prior to these carryovers and transfers has a surplus of \$244,355. This is very good considering that the 2010 amended budget had a contribution from fund balance of \$245,100 from the original budget and from carryovers from the 2009 budget. As in 2009, the Governor unallotted our Market Value Homestead Credit . In preparation for the possibility of unallotment of Market Value Homestead Credit, the Council in 2009 had determined that, if needed, we would transfer \$500,000 from the Closed Bond Fund to cover this loss. We were again able to achieve a surplus without using funds from the Closed Bond Fund

There is also good news for the Community Center Fund. The 2010 budget had a transfer of \$503,200 from the Host Community Fund to cover the expected deficit in this fund at year end. We will only need to transfer \$347,632 which is \$155,568 less than budgeted. The 2009 transfer was \$385,000.

Each department was asked to submit their requests for carryovers and transfers. Copies of the requests from departments are attached to this memo.

Also attached to this summary is the resolution for these actions and preliminary budget to actual schedules for the General Fund, Community Center Fund, Sewer Operating Fund prior to these transactions.

RECOMMENDATION

I recommend approval of the attached resolution.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND DIRECTING THE CARRYOVER OF 2010
BUDGET APPROPRIATIONS BY AMENDING THE 2011 BUDGET AND
APPROVING 2010 TRANSFERS AND BUDGET AMENDMENTS**

WHEREAS, there are a number of items that were appropriated for in the 2010 Budget which were not accomplished during the fiscal year, and

WHEREAS, it is desirable that these items be accomplished during 2011 and there needs to be budget appropriations in the 2011 Budgets for these items, and

WHEREAS, there are transfers and budget amendments which need to be approved for the 2010 Budgets.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the 2011 Budgets are hereby amended as follows:

General Fund:

Planning	101-3200-419.30-60	Increase \$	65,900
Fire	101-4200-423.10-30	Increase	17,000
Fire	101-4200-423.30-70	Increase	20,000
Fire	101-4200-423.40-40	Increase	19,000
Fire	101-4200-423.40-41	Increase	9,500
Fire	101-4200-423.50-80	Increase	4,000
Fire	101-4200-423.60-65	Increase	6,500
Fire	101-4200-423.80-20	Increase	17,700
Fire	101-4200-423.80-61	Increase	19,500
Streets	101-5200-443.40-46	Increase	31,900
Contribution from Fund Balance	101-0000-399.10-00	Increase	211,000
Sewer Utility Fund	502-7200-514.40-43	Increase	90,000
Contribution from Retained Earnings	502-0000-399.20-00	Increase	90,000

BE IT FURTHER RESOLVED, that the following General Fund budget amendments and transfers are authorized effective December 31, 2010:

Streets	101-5200-443.40-66	Decrease	\$139,800
Streets	101-5200-443.40-46	Decrease	1,100
Parks	101-6000-451.40-46	Decrease	6,400
Engineering	101-5100-442.30-70	Decrease	11,400
Street Lighting	101-5400-445.30-70	Decrease	5,800
Transfers out	101-9200-590.91-10	Increase	164,500

From: General Fund	101-9200-590.91-10	\$164,500
To: 2010 Local Improvement Construction Fund	430-0000-391.10-00	139,800
To: Pavement Management Fund	440-0000-391.10-00	7,500
To: 2000 Local Improvement Construction Fund	420-0000-391.10-00	1,800
To: 2001 Local Improvement Construction Fund	421-0000-391.10-00	9,600
To: 2010 Local Improvement Construction Fund	430-0000-391.10-00	5,800

AND, BE IT FURTHER RESOLVED, that the following transfers are authorized effective December 31, 2010:

From: Host Community Fund	451-9200-590.91-10	497,632
To: 2005 Local Improvement Construction Fund	425-0000-391.10-00	150,000
To: Community Center Fund	505-0000-391.10-00	385,000

Adopted by the City of Inver Grove Heights this 28th day of March 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Ann Lanoue, Finance Director
FROM: Thomas J. Link, Director of Community Development
DATE: February 23, 2011
SUBJECT: 2011 Budget – Carryover



I hereby request that the following unused funds from the 2010 budget be carried over to 2011:

Planning – Planning Services (3200-101-419-30-60) - \$65,850

These funds are budgeted for planning studies of the Concord Boulevard Neighborhood Plan Update, Highway 52/Gun Club site, and Housing Study. These studies were delayed for various reasons. The Concord Boulevard Neighborhood Study was delayed by the Metropolitan Council's action on the City's Comprehensive Plan while the Highway 52/Gun Club site study was delayed by the US Environmental Protection Agency's Phase II Environmental Study. The Housing Study was deferred until the formation and recommendations of the Housing Committee. All of these studies, however, are expected to occur in 2011.

Thank you for your consideration. If you have any questions or need additional information, please contact me.

TO: Ann Lanoue, Finance Director
FROM: Judy Thill, Fire Chief
SUBJECT: Budget Rollover 2009 - 2010
DATE: February 23, 2011

I would like to rollover 2010 Fire Department funds to 2011 from the following accounts:

- | | | |
|-------|--|-----------|
| 10-30 | Temporary Employees | \$17,000 |
| | - Money was unspent because the total number of calls was slightly less than anticipated and 4 of the new recruits already had training we required. Would like to roll funds because of the uncertainty for total number of calls each year. | |
| 30-70 | Professional Technical | \$20,000 |
| | - Funds were for in-house Officer Leadership/Development series of classes that did not start until late December. As a result, no costs were incurred in 2010. Program is presently underway. | |
| 40-40 | Repair and Maintenance Buildings | \$19,000 |
| | - Money for replacement garage doors that were ordered in November but were not installed until into 2011. Doors have since been replaced. | |
| 40-41 | Repair and Maintenance Vehicles | \$ 9,500 |
| | - Money for chevrons for the back of older trucks for highway safety that did not get spent as waiting to hear on grant. Also, a new intake for Ladder 30 was ordered in December but did not arrive until 2011. Some of these funds (chevrons) will be used to help pay for match to federal grant. | |
| 50-80 | Conferences | \$ 4,000 |
| | - Money for a seminar that could not be scheduled before end of year. It was held in January, so costs have been incurred. | |
| 60-65 | Supplies Other | \$ 6,500 |
| | - Money for Self Contained Breathing Apparatus that needs to be replaced. Newer SCBA's have latest safety equipment. | |
| 80-20 | Buildings | \$ 17,700 |
| | - Funds for a breathing air compressor fill station to replace one we have that can no longer fill up the Self Contained Breathing Apparatus bottles to their full amount. | |
| 80-61 | Computer Hardware | \$19,500 |

- Please carry over this money in 2011 to 60-41. Money was budgeted for computers for the fire vehicles. There were some changes to software to interface with these computers in 2010, so they weren't purchased until compatible software interface was ensured. Some of these funds will be used to help pay for match to federal grant.

Please let me know if you have any questions. Thank you.

MEMORANDUM

TO: Scott Thureen, Public Works Director
FROM: Barry Underdahl, Street Superintendent
SUBJECT: Budget Carryover
DATE: February 9, 2011

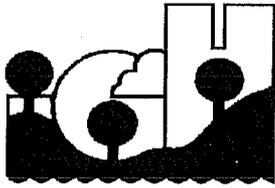
Fund 101 Streets

With a heavy work load for a lean Street Crew and an early start to winter, we were unable to complete the pond maintenance work we had planned for 2010. This season I would like to receive additional assistance from contractors to patch streets which will give our crew more time to accomplish the necessary pond repairs.

I respectfully request and recommend the 2010 unencumbered budget balance of line item 101-5200-443-40-46 be carried over and made available for expenditure in 2011 to hire contractors for patching as well as 101-5200-443-40-66 for the maintenance and repair of ponds.

The winter maintenance season has been a challenging one so far which has depleted our de-icing salt reserves. Through the current State Contract we are guaranteed 1500 tons of regular road salt from Morton and 500 tons of treated road salt from Cargill. By contract we are able to acquire 10% more salt than the original contract amount and have received all of it already this season. Due to unpredictable weather and a high demand for salt, I feel it is necessary to order more salt while it is still available.

I respectfully request and recommend the unencumbered budget balance for 2010 of line item 101-5200-443-60-16 be carried over and made available for expenditure in 2011 for the purchase of additional de-icing salt.



City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

TO : Scott Thureen
FROM : Jim Sweeney
SUBJECT : **Budget Account Carryover 2010 - 2011**
DATE : February 8, 2011

We would like to carryover funds in the Sewer Utility Fund Budget from 2010 to 2011. These funds will be used for sanitary sewer pipeline repairs and rehabilitation utilizing cast in place pipelining (cipp) methods. The account number for these funds is listed below.

502-7200-514-40-43 Repair & Maintenance Utilities - \$ 90,000

Thanks, Jim

City of Inver Grove Heights, Minnesota
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
General Fund
For the Year Ended December 31, 2010

	Budget		Actual Amounts	Variance with Final Budget- Positive (Negative)
	Original	Final		
REVENUES				
General property tax	\$ 14,169,400	\$ 14,169,400	\$ 13,945,436	\$ (223,964)
Intergovernmental revenue	368,800	368,800	498,438	129,638
Licenses and permits	585,900	585,900	515,398	(70,502)
Charges for services	882,200	882,200	975,719	93,519
Fines and forfeits	175,000	175,000	141,962	(33,038)
Franchise fees	84,000	84,000	86,148	2,148
Rentals	113,000	113,000	168,341	55,341
Donations	-	-	4,469	4,469
Investment income	50,000	50,000	50,194	194
Miscellaneous	1,300	1,300	21,481	20,181
Total revenues	<u>16,429,600</u>	<u>16,429,600</u>	<u>16,407,586</u>	<u>(22,014)</u>
EXPENDITURES				
Current:				
General government	1,906,800	1,906,800	1,868,119	38,681
Public safety	7,252,900	7,288,500	7,202,451	86,049
Public works	3,686,400	3,686,400	3,446,639	239,761
Recreation	1,561,400	1,561,400	1,588,057	(26,657)
Community development	1,249,600	1,249,600	1,213,365	36,235
Contingency	105,000	105,000	-	105,000
Capital outlay	25,000	45,400	13,000	32,400
Total expenditures	<u>15,787,100</u>	<u>15,843,100</u>	<u>15,331,631</u>	<u>511,469</u>
Excess of revenue over (under) expenditures	<u>642,500</u>	<u>586,500</u>	<u>1,075,955</u>	<u>489,455</u>
OTHER FINANCING (USES) SOURCES				
Transfers in	913,000	913,000	913,000	-
Transfers (out)	(1,744,600)	(1,744,600)	(1,744,600)	-
Total other financing (uses) sources	<u>(831,600)</u>	<u>(831,600)</u>	<u>(831,600)</u>	<u>-</u>
Net change in fund balance	<u>\$ (189,100)</u>	<u>\$ (245,100)</u>	244,355	<u>\$ 489,455</u>
Fund balance - beginning			5,696,462	
Fund balance - ending			<u>\$ 5,940,817</u>	

The notes to the financial statements are an integral part of this statement.

**City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
Community Center Fund
For the Year Ended December 31, 2010**

	<u>Budget</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget- Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
REVENUES				
Intergovernmental revenue	\$ -	\$ -	\$ -	\$ -
Charges for services	1,947,500	1,947,500	1,923,523	(23,977)
Rentals	38,400	38,400	38,400	-
Donations	120,000	120,000	134,042	14,042
Investment income	-	-	341	341
Miscellaneous	1,200	1,200	2,662	1,462
Total revenues	<u>2,107,100</u>	<u>2,107,100</u>	<u>2,098,968</u>	<u>(8,132)</u>
EXPENDITURES				
Current				
Recreation	2,527,300	2,527,300	2,485,478	41,822
Capital outlay	83,000	97,400	14,375	83,025
Total expenditures	<u>2,610,300</u>	<u>2,624,700</u>	<u>2,499,853</u>	<u>124,847</u>
Excess of revenue over (under) expenditures	<u>(503,200)</u>	<u>(517,600)</u>	<u>(400,885)</u>	<u>116,715</u>
OTHER FINANCING (USES) SOURCES				
Transfers in:				
Host Community Fund	503,200	503,200	-	(503,200)
Total other financing (uses) sources	<u>503,200</u>	<u>503,200</u>	<u>-</u>	<u>(503,200)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ (14,400)</u>	<u>(400,885)</u>	<u>\$ (386,485)</u>
Fund balances - beginning			<u>53,253</u>	
Fund balances - ending			<u>\$ (347,632)</u>	

**City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
Sewer Operating Fund
For the Year Ended December 31, 2010**

	<u>Budget</u>		Preliminary Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
Utility Revenues	\$ 2,557,000	\$ 2,557,000	\$ 2,697,623	\$ 140,623
Investment income	75,000	75,000	51,564	(23,436)
Total revenues	<u>2,632,000</u>	<u>2,632,000</u>	<u>2,749,187</u>	<u>117,187</u>
EXPENDITURES				
Current	<u>2,580,100</u>	<u>2,628,100</u>	<u>2,581,747</u>	<u>46,353</u>
Total expenditures	<u>2,580,100</u>	<u>2,628,100</u>	<u>2,581,747</u>	<u>46,353</u>
Excess of revenue over (under) expenditures	<u>51,900</u>	<u>3,900</u>	<u>167,440</u>	<u>163,540</u>
OTHER FINANCING (USES) SOURCES				
Transfers in				-
Transfers (out)	-	-	(442,354)	(442,354)
Capital Contributions	-	-	761,969	761,969
Total other financing (uses) sources	<u>-</u>	<u>-</u>	<u>319,615</u>	<u>319,615</u>
Net change in fund balances	<u>\$ 51,900</u>	<u>\$ 3,900</u>	487,055	<u>\$ 483,155</u>
Unrestricted Net assets - beginning			<u>6,423,434</u>	
Unrestricted Net assets - ending			<u>\$ 6,910,489</u>	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving a Temporary Stockpiling Easement Agreement and a Permanent Storm Sewer Utility Easement Agreement and Clear Zone Covenant for the South St. Paul Airport for City Project No. 2011-09D

Meeting Date: March 28, 2010
 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

SJT

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

PURPOSE/ACTION REQUESTED

Consider Approving a Temporary Stockpiling Easement Agreement and a Permanent Storm Sewer Utility Easement Agreement and Clear Zone Covenant for the South St. Paul Airport for City Project No. 2011-09D.

SUMMARY

A Temporary Stockpiling Easement Agreement is needed with the City of South Saint Paul, governing entity for the South Saint Paul Airport, in order to utilize the green space along 70th Street (County Road 26) between Cloman Avenue East and Craig Avenue East. The agreement is similar to that approved by both municipalities since 2008. The easement allows the storage of excavated materials, trees and brush, construction material, construction equipment, and a construction trailer on the property. The agreement does not allow rock crushing or bituminous crushing on the site. A 100-ft clear zone will be maintained between the contractor's activities and the parcels along Craig Avenue.

The existing stockpiling easement agreement is scheduled to expire on July 1st, 2011 in order to allow reasonable time for the Project to fully establish turf within the disturbed area. This action would seek to extend the time frame to July 1, 2012.

The cities have discussed the drainage improvements in the vicinity of Craig Court. The City of South St. Paul has indicated they are willing to grant an easement to Inver Grove Heights to allow construction of a storm sewer system on the airport property as illustrated in the Permanent Storm Sewer Utility Agreement. The City of South St. Paul has asked for the City of Inver Grove Heights to provide the airport with the ability to maintain airspace over the City's 69th Street right-of-way as illustrated in the Clear Zone Covenant. Both cities understand the mutual benefit that will be provided by these documents. No financial contribution will be made in the granting of these easements and covenants. The City of Inver Grove Heights will be responsible for all costs associated with the drainage improvements included in City Project No. 2011-09D. Inver Grove Heights will restore the airport property.

Public Works/Engineering recommends approval the Temporary Stockpiling Easement Agreement and a Permanent Storm Sewer Utility Easement and a Clear Zone Covenant for the South St. Paul Airport between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2011-09D. The City of South St. Paul is scheduled to review and approve this agreement at a future Council meeting. The signed documents will be forwarded to South St. Paul after Council approval on March 28, 2011.

TJK/kf

Attachments: Temporary Stockpiling Easement Agreement
 Permanent Storm Sewer Utility Agreement
 Clear Zone Covenant for the South St. Paul Airport
 Resolution

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

**RESOLUTION APPROVING A TEMPORARY STOCKPILING EASEMENT AGREEMENT AND A PERMANENT
STORM SEWER UTILITY EASEMENT AGREEMENT AND A CLEAR ZONE COVENANT FOR THE SOUTH
ST. PAUL AIRPORT BETWEEN THE CITY OF SOUTH ST. PAUL AND THE CITY OF INVER GROVE
HEIGHTS ALLOWING THE USE OF A PORTION OF THE SOUTH ST. PAUL AIRPORT PROPERTY FOR CITY
PROJECT NO. 2011-09D**

RESOLUTION NO. _____

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

WHEREAS, a copy of the temporary easement agreement is attached hereto and incorporated herein; and

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

WHEREAS, the temporary easement agreement authorizes the City of Inver Grove Heights to use the Easement Area for the removal, placement and stockpiling of excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and other similar purposes which arise or result from construction activities; and for the placement, storage, and removal of construction equipment, construction materials, and a construction trailer used for IGH Project Number 2011-09D South Grove Urban Street Reconstruction Area 6; and

WHEREAS, Public Works/Engineering recommends approval of the Temporary Easement Agreement between the City of South Saint Paul and the City of Inver Grove Heights allowing use of a portion of South Saint Paul Airport Land for City Project No. 2011-09D for the purposes herein described; and

WHEREAS, the City of South St. Paul will be granting a permanent storm sewer utility easement on the South St. Paul Airport property to Inver Grove Heights to allow for the construction of a storm sewer system on the Airport property for the mutual benefit of both cities; and

WHEREAS, the City of Inver Grove Heights will be granting a clear zone covenant of the City's 69th Street right-of-way for the mutual benefit of both cities; and

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

1. Authorize the Mayor and Deputy City Clerk to execute a Temporary Stockpiling Easement Agreement and a Permanent Storm Sewer Utility Easement and a Clear Zone Covenant for the South St. Paul Airport.

Passed this 28th day of March 2011.

Dennis Madden, Acting Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**CITY OF SOUTH ST. PAUL AND CITY OF INVER GROVE HEIGHTS
AGREEMENT FOR TEMPORARY STOCKPILING EASEMENT AGREEMENT
AND PERMANENT STORM SEWER UTILITY EASEMENT AGREEMENT
FOR IGH'S PROJECT 2011-09D,
AND FOR CLEAR ZONE COVENANT FOR SSP'S AIRPORT**

THIS AGREEMENT ("Agreement") is entered into and effective as of the ____ day of _____, 2011 by and between the **City of South St. Paul**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "SSP" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "IGH."

WITNESSETH:

WHEREAS, SSP is the fee owner which the real property upon which SSP has constructed and operates an airport (the "Airport"); and

WHEREAS, IGH desires to utilize part of the Airport property for stockpiling related to IGH's 2011-09D South Grove Area 6 Improvement Project in the similar fashion as IGH utilized the Airport property for stockpiling related to IGH's 2010-09D South Grove Area 5 Improvement Project; and

WHEREAS, IGH also desires to install at-grade and underground storm sewer utility improvements to provide a drainage outlet for a low lying area along the west side of Lot 4, Block 1, Bakken Heights 2nd Addition (which abuts the Airport) and which drainage would be routed to an infiltration basin constructed by IGH within 69th Street right-of-way (that also abuts the Airport); and

WHEREAS, SSP desires a clear zone covenant over IGH's 69th Street right-of-way abutting the Airport to facilitate SSP's prevention and removal of obstructions from the Airport's clear zone.

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

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between SSP and IGH with regard to temporary stockpiling by IGH upon Airport property, with regard to IGH's construction of storm sewer utility improvements, and with regard to IGH covenanting with SSP to facilitate SSP's prevention and removal of obstructions from the Airport's clear zone.

Section 1.02 Cooperation. SSP and IGH shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall terminate on July 1, 2012.

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

ARTICLE II **DEFINITIONS**

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

- (a) **Agreement:** This agreement to memorialize the covenants and agreements between SSP and IGH with regard to temporary stockpiling by IGH upon Airport property, with regard to IGH's construction of storm sewer utility improvements, and with regard to IGH covenanting with SSP to facilitate SSP's prevention and removal of obstructions from the Airport's clear zone.
- (b) **Agreement Date:** The date written in the first paragraph of the Agreement.
- (c) **Airport:** SSP's airport, commonly known as Fleming Field, which is located along the border of SSP and IGH
- (d) **Clear Zone Covenant:** The Clear Zone Covenant shown as Exhibit No. 3, attached hereto and made a part hereof, over IGH's 69th Street right-of-way abutting the Airport which is intended to facilitate SSP's prevention and removal of obstructions from the Airport's clear zone.
- (e) **IGH:** The City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota.
- (f) **Permanent Storm Sewer Utility Easement Agreement for At-Grade or Underground Storm Sewer Utilities:** The Permanent Storm Sewer Utility Easement Agreement for At-Grade or Underground Storm Sewer Utilities shown as Exhibit No. 2, attached hereto and made a part hereof, which will allow IGH to install at-grade and underground storm sewer utility improvements to provide a drainage outlet for a low lying area along the west side of Lot 4, Block 1, Bakken Heights 2nd Addition which abuts the Airport and which drainage

would be routed to an infiltration basin constructed by IGH within 69th Street right-of-way that also abuts the Airport.

- (g) SSP: The City of South St. Paul, a municipal corporation organized under the laws of the State of Minnesota.
- (h) Temporary Stockpiling Easement Agreement: The Temporary Stockpiling Easement Agreement shown as Exhibit No. 1, attached hereto and made a part hereof, expiring July 1, 2012, which allows IGH to stockpile upon Airport property for IGH's Project 2011-09D South Grove Area 6 Improvement Project.

ARTICLE III **COVENANTS AND AGREEMENTS**

Section 3.01 Covenants and Agreements of the SSP. SSP covenants and agrees with the IGH that:

- (a) SSP Execution of the Temporary Stockpiling Easement Agreement: In consideration of this Agreement, SSP agrees to execute the Temporary Stockpiling Easement Agreement shown as Exhibit No. 1, and SSP agrees to deliver said executed agreement to IGH within thirty (30) days of the Agreement Date for this Agreement.
- (b) SSP Execution of the Permanent Storm Sewer Utility Easement Agreement for At-Grade or Underground Storm Sewer Utilities: In consideration of this Agreement, SSP agrees to execute the Permanent Storm Sewer Utility Easement Agreement for At-Grade or Underground Storm Sewer Utilities shown as Exhibit No. 2, and SSP agrees to deliver said executed agreement to IGH within thirty (30) days of the Agreement Date for this Agreement.

Section 3.02 Covenants and Agreements of the IGH. IGH covenants and agrees with the SSP that:

- (a) IGH Execution of the Clear Zone Covenant: In consideration of this Agreement, IGH agrees to execute the Clear Zone Covenant shown as Exhibit No. 3, and IGH agrees to deliver said executed agreement to SSP within thirty (30) days of the Agreement Date for this Agreement.

ARTICLE 4 **GENERAL PROVISIONS**

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

Section 4.02 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto.

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

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

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

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

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

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

Section 4.09 Recording. The parties hereto agree that this Agreement shall not be with the Dakota County Recorder and/or Registrar of Titles. SSP agrees that SSP shall be responsible for recording and for paying the recording fees of the Clear Zone Covenant. IGH agrees that IGH shall not record the Temporary Stockpiling Easement Agreement, but IGH agrees that IGH shall be responsible for recording and for paying the recording fees of the Permanent Storm Sewer Utility Easement Agreement for At-Grade or Underground Storm Sewer Utilities.

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

City of South St. Paul

City of Inver Grove Heights

Beth Baumann
Its:Mayor

George Tourville
Its: Mayor

ATTEST

ATTEST:

Christy Wilcox, City Clerk

Melissa Rheaume, Deputy City Clerk

NOTARY BLOCKS

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

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared Beth Baumann and Christy Wilcox, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

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

L:\CLIENTS\810\81000\09030\Documents\Agreement for Temporary Stockpiling Easement and Permanent Storm Sewer Utility Easement Agreement for IGH's Project 2011-09D and for Clear Zone Covenant for SSP Airport, Feb. 2, 2011.docx

TEMPORARY STOCKPILING EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT, made, granted and conveyed this _____ day of _____, 2011, between the **City of South St. Paul**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "Landowner" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "IGH."

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

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

A temporary easement for the removal, placement, screening and stockpiling of excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and all such purposes ancillary, incident or related thereto, any or all of which arise or result from construction activities related to IGH Project Number 2011-09D South Grove Urban Street Reconstruction Area 6, and for the placement, storage, and removal of construction equipment, construction materials, and a construction trailer used for IGH Project Number 2011-09D South Grove Urban Street Reconstruction Area 6 (hereinafter "Temporary Easement") upon that real property identified, shown and legally described on Exhibit B, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on July 1, 2012. A graphic depiction of the Haul Routes is attached hereto and incorporated herein as Exhibit D.

EXEMPT FROM STATE DEED TAX

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

1. To enter upon the Temporary Easement Area during the term of this Temporary Easement for the purposes of **removing , placing, screening and stockpiling of excavated earth, soils, aggregate, asphalt millings, or other excavated materials and for the removal, placement and stockpiling of trees, brush and herbage, or other similar materials, and all such purposes ancillary, incident or related thereto, any or all of which arise or result from construction activities related to IGH Project Number 2011-09D South Grove Urban Street Reconstruction Area 6; and**
2. To enter upon the Temporary Easement Area during the term of this Temporary Easement for the purposes of **placing, storing, and removing construction equipment, construction materials, and a construction trailer used for IGH; and**
3. To maintain, repair or restore the Temporary Easement Area during the term of this Temporary Easement.

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

1. The height restriction of any deposited material shall not exceed 842 feet mean sea level;
2. IGH shall control dust on the Landowner's Property in accordance with the dust control specifications set forth for IGH Project Number 2011-09D South Grove Urban Street Reconstruction Area 6, or as required by the Landowner;
3. IGH shall restore the Landowner's Property to a similar condition that existed prior to the grant of this Temporary Easement and said restoration and turf establishment shall be completed in accordance with the specifications set forth in Exhibit C prior to the expiration of this Temporary Easement;
4. All vehicles and/or construction equipment that may reasonably exceed a height of 842 mean sea level shall have an orange and white checkered flag mounted on the vehicle or construction equipment while on the Landowner's Property;

5. IGH shall control soil and erosion in accordance with the NPDES permit as approved by the Minnesota Pollution Control Agency and local, county and state regulation and ordinance.;
6. IGH shall provide a copy of a storm water permit, and any other permit(s) deemed necessary by the Landowner prior to entering the Landowner's Property;
7. IGH shall provide adequate proof of insurance to the Landowner prior to entering the Landowner's Property;
8. IGH shall not place or stockpile hazardous materials (as defined by the Minnesota Pollution Control Agency) on the Landowner's Property. Notwithstanding the foregoing, asphalt millings may be stored and contained on the Landowner's Property provided they are completely removed from the property, and soils contained within, prior to the expiration of this Temporary Easement; and
9. Any construction trailer located on the Landowner's Property shall be located on the southeast portion of the Landowner's Property in a location approved by the Airport Manager of the City of South St. Paul.
10. Disturbance of the property shall initially occur on the easterly side and continue in a westerly direction, only as needed, as approved by the Landowner. A 100 foot buffer zone shall be maintained adjacent to the easterly property lines of the residential properties along Cloman Avenue and adjacent to the westerly property lines of the residential properties along Craig Avenue. The parties agree that no equipment or material shall be placed or stored within said 100 foot buffer zones, and said zones shall remain undisturbed along said residential properties.
11. Existing drainage patterns shall be maintained and the drainage swale on the west side of the property shall be maintained and protected.
12. IGH and the Landowner agree that there will be no rock or bituminous crushing activity allowed within the Temporary Easement Area.

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

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

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

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

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

CITY OF SOUTH ST. PAUL

CITY OF INVER GROVE HEIGHTS

Beth Baumann
Its: Mayor

George Tourville
Its: Mayor

ATTEST

ATTEST:

Christy Wilcox, City Clerk

Melissa Rheaume, Deputy City Clerk

NOTARY BLOCKS

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared Beth Baumann and Christy Wilcox, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

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

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

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

Said Temporary Easement shall expire on July 1, 2012.

EXHIBIT C

RESTORATION AND TURF ESTABLISHMENT SPECIFICATIONS

SECTION 32 92 12

TURF ESTABLISHMENT (MN/DOT 2575)

PART 1 GENERAL

1.01 SUMMARY

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

1.02 REFERENCES

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

1.03 SUBMITTALS

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

1.04 ACCEPTANCE OF WORK

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

1.05 DELIVERY, STORAGE AND HANDLING

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

1.06 SCHEDULE OF WORK

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

1.07 MAINTENANCE

- A. Maintain and repair all areas until acceptance.

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

PART 2 PRODUCTS

2.01 MATERIALS

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

PART 3 EXECUTION

3.01 SOIL PREPARATIONS

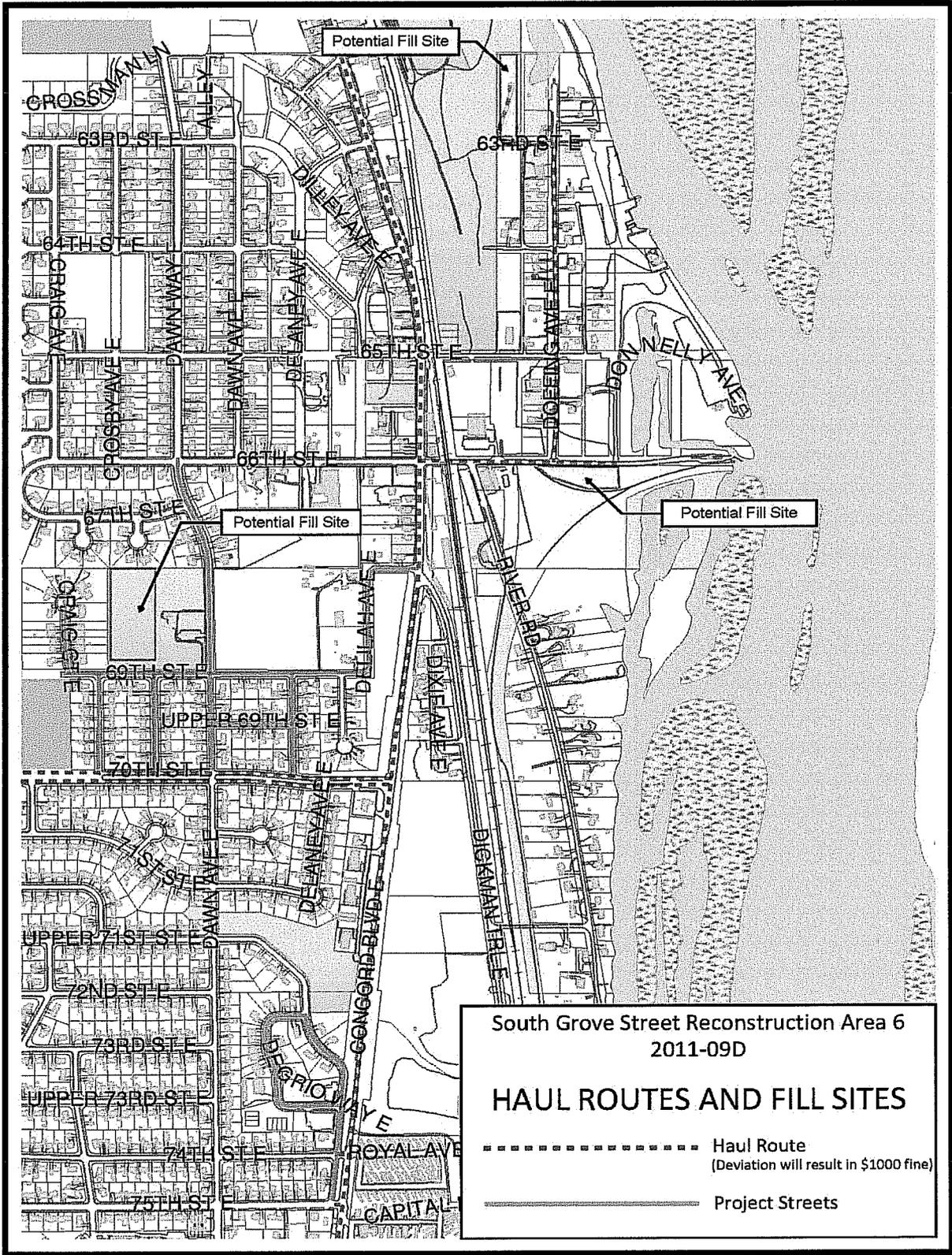
- A. Remove all undesirable weeds as directed.
- B. Loosen topsoil on all areas with 2:1 slopes or flatter prior to seeding or sodding.
- C. Cultivate to a depth of 3 inches using discs or other suitable equipment.
- D. Operate equipment at right angles to direction of drainage.
- E. Fill all washouts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

3.02 CONSTRUCTION REQUIREMENTS

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

EXHIBIT D

HAUL ROUTES



South Grove Street Reconstruction Area 6
2011-09D

HAUL ROUTES AND FILL SITES

- Haul Route
(Deviation will result in \$1000 fine)
- Project Streets

EXHIBIT NO. 2

PERMANENT STORM SEWER UTILITY EASEMENT AGREEMENT FOR AT-GRADE OR UNDERGROUND STORM SEWER UTILITIES

THIS PERMANENT STORM SEWER UTILITY EASEMENT AGREEMENT, made, granted and conveyed this _____ day of _____, 2011, between the **City of South St. Paul**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “Landowner” and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as “IGH.”

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

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

A permanent easement for storm sewer utility purposes limited to at-grade or underground storm sewer utility improvements; and, all such purposes ancillary, incident or related thereto (hereinafter “Permanent Storm Sewer Utility Easement”) under, across, and through that real property identified and legally described on **Exhibit B**, (hereinafter the “Permanent Storm Sewer Utility Easement Area”) attached hereto and incorporated herein by reference.

The Permanent Storm Sewer Utility Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any at-grade or underground drainage improvements, storm sewers, underground pipes, conduits, other storm sewer utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, across, and through the Permanent Storm Sewer Utility Easement Area.

EXEMPT FROM STATE DEED TAX

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

1. to enter upon the Permanent Storm Sewer Utility Easement Area at reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement of at-grade or underground storm sewer utility improvements; and grading, sloping, and restoration of disturbed areas not to exceed 842 feet mean sea level; as may be relating to the purposes of this Permanent Storm Sewer Utility Easement Agreement; and
2. to maintain the Permanent Storm Sewer Utility Easement Area, any IGH improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
3. to remove from the Permanent Storm Sewer Utility Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Storm Sewer Utility Easement Area not to exceed 842 feet mean sea level; and
4. to remove or otherwise dispose of all earth or other material excavated from the Permanent Storm Sewer Utility Easement Area as the IGH may deem appropriate.

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

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

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

This Permanent Storm Sewer Utility Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the Landowner and IGH have caused this Permanent

Storm Sewer Utility Easement Agreement to be executed as of the day and year first above written.

City of South St. Paul

City of Inver Grove Heights

Beth Baumann
Its: Mayor

George Tourville
Its: Mayor

ATTEST

ATTEST:

Christy Wilcox, City Clerk

Melissa Rheaume, Deputy City Clerk

NOTARY BLOCKS

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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Notary Public

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

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

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

PERMANENT STORM SEWER UTILITY EASEMENT AGREEMENT
FOR AT-GRADE OR UNDERGROUND STORM SEWER UTILITIES
FOR AIRPORT REARRANGEMENT
DAKOTA COUNTY, MINNESOTA

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of South St. Paul, Dakota County, Minnesota, described as follows:

Outlot C, Airport Rearrangement, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for storm sewer utility purposes limited to at-grade or underground storm sewer utility improvements; and, all such purposes ancillary, incident or related thereto, under, across, and through that part of the following described property:

The east 50 feet of that part of Outlot C, Airport Rearrangement described as follows: The east 834.01 feet of the west 1539.39 feet of the N1/2 of the S1/2 of the SE1/4 of Section 3, T27, R22, except all that part of the last described parcel lying westerly of the east line of South Grove No. 11 and all that part lying easterly of the west line of Bakken Heights 2nd Addition, according to the plats on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

And a 30 foot wide strip of land, the south line being 30 feet south of the south line of the above described parcel, lying 50 feet west of the southerly extension of the west line of Bakken Heights 2nd Addition.

EXHIBIT B

**LEGAL DESCRIPTION OF PERMANENT STORM SEWER UTILITY EASEMENT
AREA**

S89°57'47"E

153.89'
50.00'

North line of N½ of S½ of SE¼ of Sec.3, T27, R22
East line of the east 834.01' of west 1539.39' of
the N½ of S½ of SE¼ of Sec.3, T27, R22

OUTLOT

E 834.01' OF W 1539.39'

AIRPORT

CITY OF INVER GROVE HEIGHTS SEWER
EASEMENT PER DOCUMENT NO. 430397
OF N½ OF

REARRANGEMENT

OUTLOT
S½ OF SE¼

South line of N½ of S½ of SE¼ of Sec.3, T27, R22

330.00'

25.00'

25.00'

30.00'

50.00'

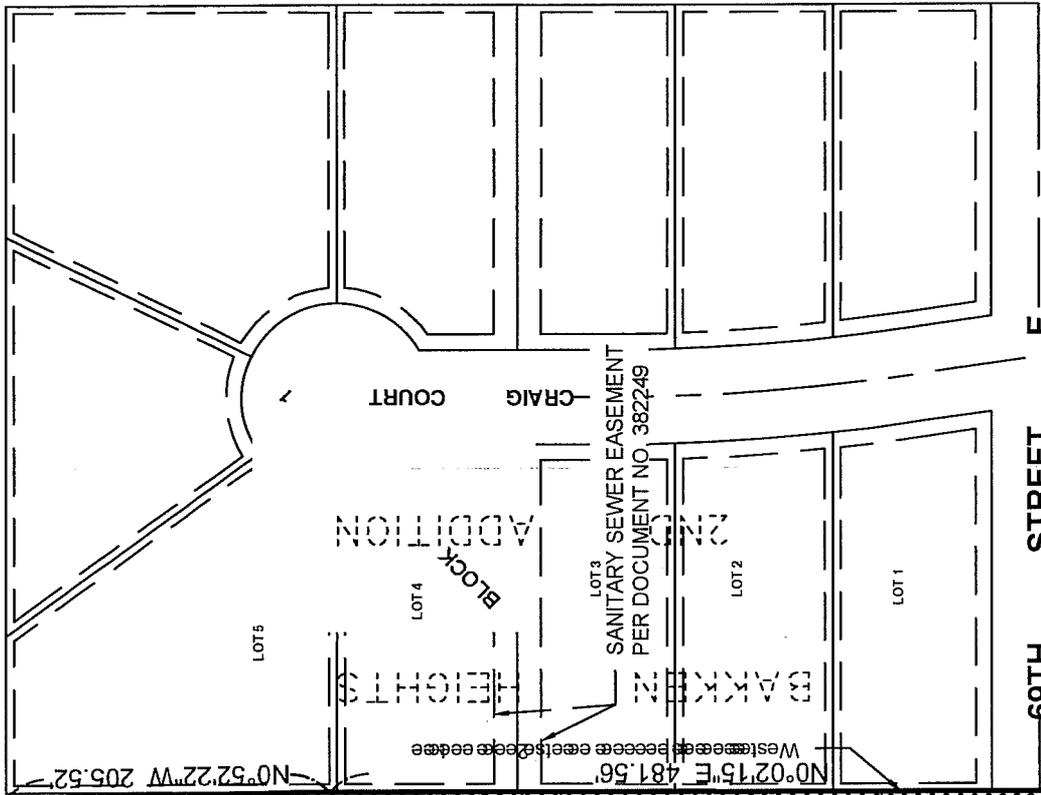
OUTLOT

LEGEND



PERMANENT UTILITY, DRAINAGE AND
STORMWATER PONDING EASEMENT

NOTE: BEARINGS ARE BASED ON THE
DAKOTA COUNTY COORDINATE SYSTEM



69TH STREET

BAKKEN HEIGHTS
ADDITION

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

CRAG COURT

SANITARY SEWER EASEMENT
PER DOCUMENT NO. 382249

E.

N89°58'48"E 279.99'
Southerly extension of the west line
of Bakken Heights 2nd Addition
North line of Outlot C,
Airport Rearrangement

REV 1

DESCRIPTION

BY

DATE

INVER GROVE HEIGHTS - MINNESOTA

SOUTH GROVE STREET RECONSTRUCTION AREA 6 (2011-09D)
AIRPORT REARRANGEMENT PERMANENT EASEMENT

Gorman Surveying, Inc.

8640 HARRIET AVE. SO. SUITE 102
BLOOMINGTON, MINNESOTA 55420
(952)346-6300 FAX (952)346-6110

DRAWN BY: R.W.C. DATE: 05-16-2011

HOR

AL SCALE IN

JOB NUMBER

SHEET

11-005

1 1

FILE 11-005 South Grove Area 6 (2011-09D) (2011-09D.dwg)

EXHIBIT NO. 3

CLEAR ZONE COVENANT

THIS CLEAR ZONE COVENANT, made this ____ day of _____, 2011 by and between the **City of South St. Paul**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “SSP” and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as “IGH.”

1. RECITALS

- 1.1 SSP is the fee owner which the real property is legally described on Exhibit A, attached hereto upon which SSP has constructed and operates an airport (the “Airport” or “Airport Parcel”), which abuts and is adjacent to IGH’s 69th Street East Right-of-Way; and
- 1.2 IGH is the owner of the plat dedicated street easement rights over 69th Street East as dedicated by the plats of Bakken Heights 2nd Addition and South Grove No. 4 as legally described on Exhibit B, attached hereto (the “69th Street East Right-of-Way”);
- 1.3 SSP has determined, that it is necessary and appropriate, to provide for the protection and safe transit of aircraft and pilots, other crew members and passengers, which will be utilizing, arriving/landing and departing/taking off from the Airport, by ensuring that the real property located in the immediate approaches to the Airport and its runways, including specifically the 69th Street East Right-of-Way, be and remain free of any objects, which would endanger any aircraft, pilots, other crew members and passengers, who will be utilizing the Airport, including, without limitation, (i) buildings, structures, objects or other improvements, and (ii) trees and all other natural growths, which would, in the opinion of the SSP, interfere with the safe operation of the Airport.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IGH hereby covenants and agrees with SSP as follows, with respect to the 69th Street East Right-of-Way.

2. COVENANT

- 2.1 Covenant. This Clear Zone Covenant (the “Covenant”) shall burden the 69th Street East Right-of-Way for the benefit of the Airport Parcel.
- 2.2 Covenant with Respect to the 69th Street East Right-of-Way. With respect to the 69th Street East Right-of-Way, the IGH hereby covenants and agrees that IGH will not (i) erect and maintain any object, building, structure, facility or any other improvements on or to the 69th Street East Right-of-Way greater than ten (10) feet in height, or (ii) plant and maintain on the 69th Street East Right-of-Way any trees or other natural growths greater than ten (10) feet in height. SSP acknowledges that IGH is the owner of plat dedicated street easement rights, and SSP acknowledges that IGH cannot prevent the underlying fee owners of the 69th Street East Right-of-Way from using the 69th Street East Right-of-Way pursuant to the real property rights of the underlying fee owner which may not conform to the Covenant made by IGH in relation to IGH’s rights over the 69th Street East Right-of-Way.
- 2.3 Additional Covenants with Respect to 69th Street East Right-of-Way. In addition to the foregoing covenants, IGH hereby covenants and agrees that it will not use the 69th Street East Right-of-Way, or any portion thereof, (i) in any way, which would attract or bring together, or permit an assembly of persons thereon, or (ii) use the 69th Street East Right-of-Way, in any manner, (a) as would create or cause interference with the operation of any radio, electronic communication or electrical facilities, from time to time located on or at the Airport, or in an aircraft or any way, interfere with any radio, electronic or other communications between aircraft and any Airport facility; or (b) which would, in any manner, make it difficult for pilots or aircraft instrumentation to distinguish between Airport lights or other Airport communications and any other lights, or aircraft instrumentation; or (c) in any way impair the visibility of the Airport, its runways or other facilities; or (d) which would, in any way, decrease the safety of the Airport and/or the aircraft, pilots, other crew members and passengers, who will be utilizing the Airport or any present or future Airport facility; provided, however, the IGH reserves the right to utilize the 69th Street East Right-of-Way in a manner, which is not inconsistent with IGH’s covenants and agreements contained herein.
- 2.4 Rights with Respect to 69th Street East Right-of-Way. IGH covenants and agrees that SSP, in its sole and absolute discretion, from time to time and at any time (i) enter upon, (ii) cut and/or remove all trees or other natural growths from the southerly half of the 69th Street East Right-of-Way whereby SSP is the underlying fee owner of that part of the 69th Street East Right-of-Way. SSP acknowledges that SSP is currently the underlying fee owner of the southerly half of the 69th Street East Right-of-Way; however, SSP acknowledges that private property owners are the underlying fee owners of the northerly half of the 69th Street East Right-of-Way, and SSP acknowledges that this Covenant of

IGH is a Covenant voluntarily restricting the rights of the IGH, but said Covenant shall not impair or affect the private property rights of the underlying fee owners of the northerly half of the 69th Street East Right-of-Way.

- 2.5 SSP's Right of Removal. SSP may, at its own expense and without reimbursement from IGH, trim or remove any trees or other natural growths, from the southerly half of the 69th Street East Right-of-Way.
- 2.6 Notice of Entry. Except where an emergency condition exists, SSP agrees to provide IGH with not less than thirty (30) days notice of entry on to the southerly half of the 69th Street East Right-of-Way. Such notice(s) shall be given, by any convenient means, to IGH, or any authorized employee or agent of IGH.
- 2.7 Indemnification. SSP shall indemnify and hold IGH harmless from any direct claims, damages and costs, including IGH's reasonable attorney's fees, which result from or relate to SSP's wrongful exercise of SSP's rights over the southerly half or the northerly half of the 69th Street East Right-of-Way.
- 2.8 Acknowledgement/Reasonable Care/Non-Waiver. IGH recognizes, acknowledges and agrees that the entering upon and the trimming, cutting and/or removal of trees and other natural growths on the southerly half of the 69th Street East Right-of-Way will have an impact on the 69th Street East Right-of-Way, including, without limitation, impact upon the soils, trees and other natural growths, which will, from time to time, be located or grow on the 69th Street East Right-of-Way.

2.8.1 Performance. Accordingly, IGH expects that

2.8.1.1 Trimming and Cutting. SSP will, when entering upon, trimming, cutting and/or removing trees and other natural growths from the southerly half of the 69th Street East Right-of-Way, exercise reasonable care to minimize (i) the excessive compaction of soils, (ii) excessive ruts in the soils and (iii) damage to any storm water infiltration areas within the 69th Street East Right-of-Way.

2.8.1.2 Debris. SSP shall not abandon or leave, on the 69th Street East Right-of-Way, any inorganic objects ("Debris") which SSP brought onto or created on the 69th Street East Right-of-Way, in connection with the trimming, cutting and/or removal of trees and other natural growths located or growing on the southerly half of the 69th Street East Right-of-Way, as permitted by the terms of this Covenant.

2.8.2 Non-Waiver. Nothing herein is intended or shall be construed to be a waiver of IGH's right to recover reimbursements, from the SSP, for the IGH's damages, which result from (i) SSP's failure to exercise reasonable care, in connection with the trimming, cutting and/or removal of trees and other natural growths from the southerly half of the 69th Street East Right-of-Way which result in excessive compaction of soils and/or damage to any storm water infiltration areas within the 69th Street East Right-of-Way or (ii) the abandonment of Debris on the 69th Street East Right-of-Way.

3. EXPENSES. The expense of trimming, cutting down or removing trees or other natural growths on the southerly half of the 69th Street East Right-of-Way shall be borne by SSP and without reimbursement by IGH.
4. COVENANT WILL CEASE UPON IGH'S VACATION PLAT DEDICATED 69th STREET EAST. It is understood and agreed that IGH's covenants and agreements made herein shall continue unless or until IGH's plat dedicated street easement rights over 69th Street East (as dedicated by the plats of Bakken Heights 2nd Addition and South Grove No. 4) are lawfully vacated.
5. LIST OF EXHIBITS. The following Exhibits are a part of this Covenant and are incorporated herein by reference and attachment.
 - 5.1 Exhibit A – 69th Street East Right-of-Way
 - 5.2 Exhibit B – Airport or Airport Parcel
6. UNDERSTANDINGS, CONSTRUCTION, BINDING EFFECTS, MODIFICATION AND SECTION CAPTIONS. This Covenant (i) contains the complete understanding of the parties, with respect to the subject matter of this Covenant, (ii) merges all prior negotiation and prior written and oral understandings with respect to the Covenant over the Burdened Parcel into this Agreement (iii) shall be construed according to the laws of the State of Minnesota, (iv) cannot be modified except by a written instrument, signed by the party against whom enforcement is sought, (vi) utilizes section or paragraph captions for convenience and not as a substantive part of this instrument.
7. WAIVER, IMMUNITY AND LIABILITY LIMITS. Nothing contained herein shall be deemed a waiver by either party of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by either party, its successors or assigns, shall be subject to any governmental immunity defenses of either party and the maximum liability limits provided by Minnesota Statute, Chapter 466.
8. TITLE. IGH does hereby warrant to and covenant with SSP that IGH is well seized in

the plat dedicated street easement rights over 69th Street East as dedicated by the plats of Bakken Heights 2nd Addition and South Grove No. 4 as legally described on Exhibit B.

9. COUNTERPARTS. This Clear Zone Covenant may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

City of South St. Paul

City of Inver Grove Heights

Beth Baumann
Its: Mayor

George Tourville
Its: Mayor

ATTEST

ATTEST:

Christy Wilcox, City Clerk

Melissa Rheaume, Deputy City Clerk

NOTARY BLOCKS

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

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared Beth Baumann and Christy Wilcox, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

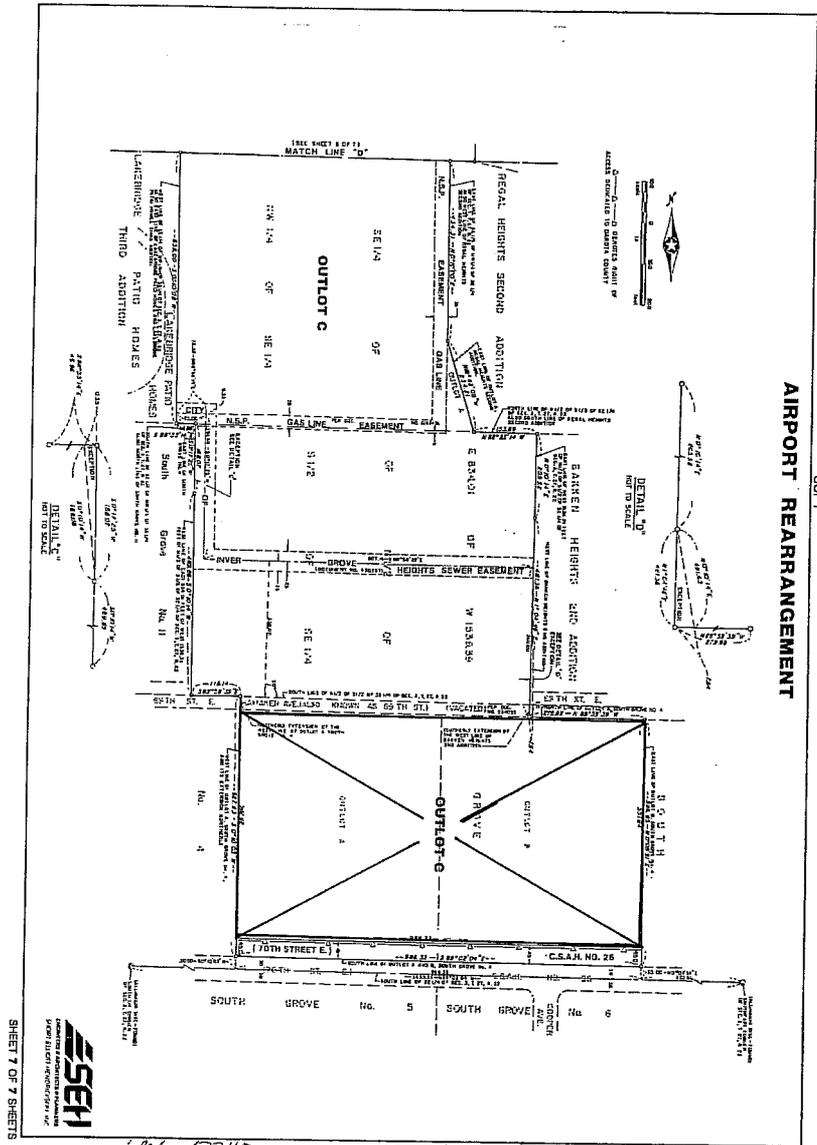
This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

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

EXHIBIT A

LEGAL DESCRIPTION OF SSP'S AIRPORT OR AIRPORT PARCEL

Real Property located in the City of South St. Paul, Dakota County, Minnesota, described as follows: The Southerly Outlot C, Airport Rearrangement [southerly portion of PROPERTY ID NUMBER: 36-11130-031-00] (formerly known as Outlots A and B, South Grove No. 4) shown below:



SHEET 7 OF 7 SHEETS

TWENTY FOUR - 6 SHEET 707

EXHIBIT

FOUNDED 1858 CHANGES 1/1/81

EXHIBIT B

LEGAL DESCRIPTION OF 69TH STREET EAST RIGHT-OF-WAY

That part of the plat dedicated street easement rights over 69th Street East as dedicated by the plat of Bakken Heights 2nd Addition and as dedicated by the plat of South Grove No. 4, both plats being on file and of record in the office of the County Recorder for the County of Dakota, State of Minnesota, to wit:

That part of the 69th Street East right-of-way lying east of the west line of the plat of Bakken Heights 2nd Addition and lying east of the southerly extension of said west line to the north line of the Southerly Outlot C, Airport Rearrangement (formerly known as Outlots A and B, South Grove No. 4); and lying west of the southerly extension of the east line of Lot 1, Block 1, Bakken Heights 2nd Addition to said north line of the Southerly Outlot C, Airport Rearrangement.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER SECOND READING OF AN ORDINANCE AMENDING TITLE FIVE CHAPTER TWO – EMERGENCY MANAGEMENT OF THE CITY CODE

Meeting Date: March 28, 2011
Item Type: Regular
Contact: Larry Stanger, Police Lt.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the second reading of an ordinance amending Title Five, Chapter Two – Emergency Management of the City Code.

SUMMARY In light of the increased possibility of flooding along the river the City’s Code dealing with Emergency Management was reviewed and slight modifications are proposed.

In short, the current ordinance is rewritten and reformatted completely. The significant changes address how the City deals with the deployment of resources locally and nationally.

CHAPTER 2

EMERGENCY MANAGEMENT

5-2-1: POLICY AND PURPOSE:

- A. Because of the existing and increasing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from enemy attack, sabotage, or other hostile action, and in order to ensure that preparations of the city will be adequate to deal with such disasters, and generally to protect the public peace, health, and safety, and to preserve the lives and property of the people of the city, it is hereby found and declared to be necessary: (1974 Code § 900.01)
1. To establish a local organization for emergency management.
 2. To provide for the exercise of necessary powers during declared emergencies.
 3. To provide for the rendering of mutual aid between the city and other political subdivisions of the state with respect to the carrying out of emergency management functions.
- B. It is further declared to be the purpose of this chapter and the policy of the city that all emergency management functions of the city be coordinated to the maximum extent practicable with the comparable functions of the federal government, of the state, and of private agencies, to the end that the most effective preparations and use may be made of the nation's manpower, resources, and facilities for dealing with any disaster that may occur. (1974 Code § 900.01; amd. 2008 Code)

5-2-2: DEFINITIONS: For purposes of this chapter, the terms defined in this section have the meanings given them:

DECLARED
EMERGENCY: A national security or peacetime emergency declared by the governor under Minnesota statutes section 12.31.

EMERGENCY
MANAGEMENT: The preparation for and the carrying out of emergency functions, other than functions for which military forces are primarily responsible, to prevent, minimize and repair injury and damage resulting from disasters, from acute shortages of energy, or from incidents occurring at nuclear power plants that pose radiological or other health hazards. These functions include, without limitation, firefighting services, police services, medical and health services, rescue, engineering, warning services, communications, radiological, chemical and other special weapons defense,

evacuation of persons from stricken areas, emergency human services, emergency transportation, existing or properly assigned functions of plant protection, temporary restoration of public utility services, implementation of energy supply emergency conservation and allocation measures, and other functions related to civilian protection, together with all other activities necessary or incidental to preparing for and carrying out these functions.

**EMERGENCY
MANAGEMENT
FORCES:**

Any volunteer or paid member of the local organization for emergency management engaged in carrying out emergency management functions in accordance with the provisions of this chapter or any rule or order hereunder. (1974 Code § 900.03; amd. 2008 Code)

**5-2-3: LOCAL ORGANIZATION FOR EMERGENCY
MANAGEMENT:**

- A. Established: There is hereby created within the city government a local organization for emergency management which shall be under the supervision and control of a director. The director shall be appointed by the mayor for an indefinite term and may be removed by him at any time. He shall serve without salary but shall be paid his necessary expenses. The director shall have direct responsibility for the organization, administration, and operation of the local organization for emergency management, subject to the direction and control of the mayor.
- B. Organization: The local organization for emergency management shall be organized into such divisions and bureaus consistent with state and local emergency management plans as the director deems necessary to provide for the efficient performance of local emergency management functions during a declared emergency. (1974 Code § 900.05; amd. 2008 Code)
- C. Powers And Duties Of Director:
 - 1. The director, with the consent of the mayor, shall represent the city on any regional or state organization for emergency management. He shall make such studies and surveys of the manpower, resources, and facilities of the city as he deems necessary to determine their adequacy for emergency management and to plan for their most efficient use in time of a declared emergency. He shall prepare a general plan for the emergency management of the city, coordinating the emergency management activities of the city, and present such plan to the council for its approval. When the council has approved the plan by resolution, it shall be the duty of all municipal agencies and all emergency management forces of the city to perform the duties and functions assigned to them by the plan as approved.

2. The director shall institute such training programs and public information programs and take such other preparatory steps, including emergency management exercises, as he may deem necessary.
3. The director shall utilize to the maximum extent practicable the personnel, services, equipment, supplies, and facilities of the city and shall organize, recruit, and train air raid wardens, auxiliary police, auxiliary firefighters, and any other personnel that may be required on a volunteer basis to carry out the emergency management plans of the city and the state. The director may dismiss any emergency management volunteer at any time and require him to surrender any equipment and identification furnished by the city.
4. The director shall direct and coordinate the general operation of all local emergency management forces during a declared emergency in conformity with controlling regulations and instructions of the state emergency management authorities. He shall provide and equip at some suitable place in the city a control center to be used during a declared emergency as headquarters for direction and coordination of emergency management forces. He shall arrange for the installation at the control center of necessary facilities for communication with and between operating units of municipal services and other agencies concerned with emergency management and for communication with other communities and control centers within the surrounding area. (1974 Code § 900.07; amd. 2008 Code)

D. Emergency Management Workers:

1. Restrictions; Oath Required: No person shall be employed or associated in any capacity in the local organization for emergency management who advocates or has advocated a change by force or violence in the constitutional form of government of United States or in this state or the overthrow of any government in the United States by force or violence, or who has been convicted of or is under indictment on information charging any subversive act against the United States. Each person who is appointed to serve in the local organization for emergency management shall, before entering upon his duties, take an oath in writing as prescribed by the Minnesota emergency management act of 1996, section 12.43.
2. Call To Service: Emergency management volunteers shall be called into service only in case of a declared emergency for which the regular municipal forces are inadequate or for necessary training and preparation for such emergencies. All volunteers shall serve without compensation.
3. Identification: Each emergency management volunteer shall be provided with such suitable insignia or other identification as may be required by the director in a form and style approved by the federal government. No volunteer shall exercise any authority over the persons or property of others without his identification. No person except an authorized volunteer shall use the identification of a volunteer or otherwise represent himself to be an authorized volunteer.

4. Firearms: No emergency management volunteer shall carry any firearm while on duty except on written order of the mayor. (1974 Code § 900.09; amd. 2008 Code)

E. Participation In Politics Or Labor Disputes: The local organization for emergency management shall not participate, directly or indirectly, in any form of political activity, nor shall it be employed in any legitimate labor dispute. (1974 Code § 900.19; amd. 2008 Code)

5-2-4: PROCLAMATION OF EMERGENCY:

A. Whenever necessary to meet a declared emergency, the mayor may, by proclamation, promulgate regulations respecting all matters which are required to protect public safety, health, and welfare in declared emergencies. No regulation governing observation of enemy aircraft, air attack, alarms, or illumination during air attacks shall be adopted or take effect unless approved by the state director of emergency management.

B. Every proclamation of emergency regulations shall be in writing and signed by the mayor, shall be dated, shall refer to the particular declared emergency to which it pertains, if so limited, and shall be filed in the office of the clerk, where a copy shall be kept posted and available for public inspection during business hours. Notice of the existence of such regulation and its availability for inspection at the clerk's office shall be conspicuously posted at the front of the city hall and at such other places in the affected area as the mayor shall designate in the proclamation. Thereupon, the regulation shall take effect immediately. By like proclamation, the mayor may modify or rescind any such regulation. (1974 Code § 900.11; amd. 2008 Code)

5-2-5: ILLUMINATION DECLARED A NUISANCE: Any illumination within the city contrary to the provisions of this chapter pertaining to emergency management or of any regulation adopted hereunder or of any federal or state law, regulation, or order shall be deemed a public nuisance. Any regular police officer may abate such nuisance summarily or may take any other action necessary to enforce such provisions, including entry on private property and the use of whatever reasonable force is necessary. (1974 Code § 900.17; amd. 2008 Code)

5-2-6: ADMINISTRATION:

A. Special Fund Created: There is hereby established in the city treasury a special fund to be known as the emergency management fund. Into this fund shall be placed the proceeds of taxes levied for emergency management and other revenues of the local organization for emergency management. From it shall be made expenditures for the operation and maintenance of the local organization for emergency management and other expenditures for emergency management.

B. Annual Report:

1. The director shall, as soon as possible after the end of each fiscal year, prepare and present to the council for the information of the council and the public, a report of the activities of the local organization for emergency management during the year. (1974 Code § 900.13; amd. 2008 Code)
2. The department heads shall annually report to the director any disaster mutual aid activity provided by the city to other political subdivisions within the state or otherwise, or received by the city.

5-2-7: DEPLOYMENT OF CITY RESOURCES LOCALLY AND NATIONALLY:

- A. Authority: With the approval of the director or the director's designee and the City administrator, the head of each department of the city or the department head's designee is authorized to respond to requests for assistance from other political subdivisions within Minnesota pursuant to Minnesota Statutes Sections 12.33 and 12.331 and to requests for interstate assistance pursuant to Minnesota Statutes Section 192.91.
- B. Conditions on Response to Requests for Assistance: Assistance may be provided to requests described in subsection 5-2-7A when, in the judgment of the director and department head, the operational needs of the city are not compromised. In the event that city personnel and/or resources shall be committed in excess of 12 hours to a request for assistance, the director must notify the mayor and city council. In the event the assistance response is to an area outside of Minnesota, the director or his designee shall report such response to the mayor and city council within 48 hours of the receipt of the request for assistance.
- C. Mutual Aid Agreements. The director is authorized to enter into mutual aid agreements, which allow for the joint use of city personnel and equipment that will benefit the city.
- D. Reimbursement for Assistance. The director or department head(s) shall prepare necessary documentation for recovery of city expenses, including compensation paid to deployed city employees; travel expenses; maintenance expenses of the deployed employees; or equipment loss, maintenance or operation, incurred in response to any requests for assistance to the extent possible pursuant to applicable federal and state statutes or consistent with applicable mutual aid agreements, whichever the case may be.

~~5-2-7~~ 5-2-8: CONFORMITY AND COOPERATION WITH FEDERAL AND STATE AUTHORITIES:

- A. Every officer and agency of the city shall cooperate with federal and state authorities and with authorized agencies engaged in emergency measures. (1974 Code § 900.15; amd. 2008 Code)
- B. The provisions of this chapter and of all regulations made hereunder shall be subject to all applicable and controlling provisions of federal and state laws and of regulations and orders issued thereunder and shall be deemed to be suspended and inoperative so far as there is any conflict therewith. (1974 Code § 900.15)

~~5-2-8~~ 5-2-9: MISDEMEANOR VIOLATION: Any person who violates any provision of this chapter or any regulation adopted hereunder relating to acts, omissions, or conduct, other than official acts of city officers or employees, shall be guilty of a misdemeanor. (1974 Code § 900.21)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 28, 2011
 Item Type: Administration
 Contact:
 Prepared by: Joe Lynch, City Administrator
 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

PURPOSE/ACTION REQUESTED

Approve the Agreement to abate a failed septic system nuisance at 6202 Concord Blvd. for a local Improvement Project with Steven Barry, owner of Budget Sandblasting.

SUMMARY

In the fall of 2010, during construction on the Concord Boulevard project, a private utility struck an unknown septic system on the property at 6202 Concord Blvd. East, owned by Steven Barry of Budget Sandblasting. The private utility, Xcel, was attempting to relocate the service to avoid conflicts with other private and public utilities on the project. The septic system was not shown on any plan set and was unknown by inspectors and local contractors.

The City declared the septic system to be a nuisance because it is illegal and not in conformance with State and County Standards. In further discussion with the property owner it was determined that going forward it was best to require the property to be hooked up to the municipal sewer system that existed and ran along Concord Blvd. The owner indicated at that time that he did not have the financial wherewithal to pay for the change all at one time. The property owner had a dispute with Xcel claiming that they damaged the system and his property and therefore required him to hook up to the City sewer system. The property owner has gone to small claims court with Xcel. At this time I do not know the outcome of that case.

In discussion at the staff level, it was determined that it was in the best interest of the property owner, the property and the potential of redevelopment of this property to find a way to work with the owner to finance the costs of removal of the septic system and connection to the city service. An agreement financing the improvements with repayment was drafted and given to property owner in November in attempt to coincide with completion of work on Concord Blvd. project – before sidewalk and street enclosed. The property owner was not able to complete the agreement and contract before that work was completed.

In the Agreement the property owner will be assessed for costs paid for by City. Mr. Barry also agrees to waive his right to appeal the costs, up to a certain amount, \$16,000. The funding would come from the City Sewer fund and all expenses will be recaptured plus interest. The property will then have a compliant and connected system. This will allow the business to function as is and will prepare the property for future redevelopment by removing a problem now instead of when it may redevelop.

Funding for this agreement will come from sewer utility which has an unencumbered balance of \$5,945,135

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. TWENTY- ONE FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: March 28, 2011
 Item Type: Regular
 Contact: JTeppen, Asst City Admin
 Prepared by: CS
 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 Budget

PURPOSE/ACTION REQUESTED Consider the attached Change Order No. 21 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

SUMMARY As the Council will recall, throughout the length of this project we will be asking the Council to consider any change orders at the second meeting of the month, with a Pay Voucher request from the Contractor on the first meeting of the month with a revised contract amount.

As Council will also recall, the amounts reflected in some Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000.

PR 111 Modify and clarify extents of polished colored concrete. Adjustments to extent of polished concrete to coordinate with extents of existing concrete finishes, and condition of existing concrete, exposed during demolition. \$4,314

PR 134 Extend Roof Deck at Curtain Wall W31. Additional steel required at roof to curtainwall connection. \$1,997

PR 155 Bulkhead to cover beam. Provide bulkhead at the north end of Hall 2219 to cover low beam. Provide end caps for light fixtures to break single linear light fixture into two. \$444 - 0 days

GCPR 43 Additional sod and turf. Owner request: Install sod and turf at Public Works Building irrigation work. Not included in the original contract. \$1,326

The Contract amount is reflected to increase a total of \$8,081 for a revised contract total of \$11,998,192.10.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$90,598.90 with the above change/amount.

CHANGE ORDER

OWNER _____
 ARCHITECT _____
 CONTRACTOR _____
 FIELD _____
 OTHER _____

AIA DOCUMENT G701

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PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	Twenty One (21)
		DATE:	March 28, 2010
TO CONTRACTOR:	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	May 19, 2009
		CONTRACT FOR:	Addition & Remodel

The contract is changed as follows:

	Description	Cost	Days
1.	PR 111 Modify & Clarify extents of Polished Colored Concrete	\$4,314	0
2.	PR 134 Extend Roof Deck at Curtain Wall W31	\$1,997	0
3.	PR 155 Bulkhead to cover beam	\$ 444	0
4.	GCPR 43 Additional Sod & Turf	\$1,326	0
		\$8,081.00	

The original Contract Sum was	\$11,501,900.00
Net change by previously authorized Change Orders	\$488,211.10
The Contract Sum prior to this Change Order was	\$11,990,111.10
The Contract Sum will be (increased)(decreased)(unchanged) by this change order in the amount of	\$8,081.00
The new Contract Sum including this Change Order will be	\$11,998,192.10

The Contract time will be (increased)(decreased)(unchanged). 0 Days

The dates of Substantial Completion therefore are (increased)(decreased)(unchanged)
 Phase IB: Construct Public Safety Addition (unchanged) Phase IB: July 25, 2010
 Phase IIB: Construct City Hall Addition and Renovate Existing Building (unchanged) Phase IIB: Aug. 27, 2011

CHANGE ORDER NO. 21
IGH Public Safety Addition & City Hall Remodel
1643.01

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc. Address 222 N. 2nd Street Minneapolis, MN 55401	Shaw-Lundquist & Associates Address 2757 West Service Road St. Paul, MN 55121	City of Inver Grove Heights Address 8150 Barbara Avenue Inver Grove Heights, MN 55077

BY _____ BY _____ BY _____

Jack Boarman, President
DATE _____ DATE _____ DATE _____

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