

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MARCH 12, 2012
8150 BARBARA AVENUE
7:00 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 – February 27, 2012 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending March 7, 2012 _____
 - C. Pay Voucher No. 10 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation – Low Voltage Contractors _____
 - D. Change Order No. 2 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation – Low Voltage Contractors _____
 - E. Pay Voucher No. 1 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation – Dascom Systems Group LLC _____
 - F. Change Order No. 2 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation – Dascom Systems Group LLC _____
 - G. Pay Voucher No. 2 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation – Dascom Systems Group LLC _____
 - H. Agreement for 2012 Water Quality Lake Monitoring Program with Dakota County Soil and Water Conservation District (SWCD) _____
 - I. Resolution Accepting Amendment No. 2 to Feasibility Report for the 2012 Pavement Management Program, City Project No. 2012–09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.) _____
 - J. Cooperative Construction Agreement No. 00609 between Mn/DOT and the City of Inver Grove Heights for the T.H. 52 West Frontage Road Water Main Improvements, State Project No. 1907–73 (T.H. 52 = 053), City Project No. 2011–12 _____
 - K. Cooperative Construction Agreement No. 00465 between Mn/DOT and the City of Inver Grove Heights for the T.H. 3 Improvements at Autumn Way, State Project No. 1908–85, City Project No. 2010–41 _____
 - L. Amendment to Argenta Hills 2nd Addition Development Contract and Argenta Hills 3rd Addition Development Contract _____

- M. Resolution Ordering the Project, Approving the Plans and Specifications, and Authorizing Ad for Bid for City Project No. 2010-41 - Improvements at T.H. 3 and Autumn Way _____
- N. Grant Easements for T.H. 3 Turn Lanes at Autumn Way - City Project No. 2010-41 _____
- O. Approve a Contract for Tree Clearing at the Rock Island Swing Bridge Site _____
- P. Approve Joint Powers Agreement with Dakota County for the Construction of the Central Segment of the Mississippi River Regional Trail _____
- Q. Resolution Approving an Assignment of a Trail Easement Agreement from the City to Dakota County relating to property owned by Swift Transportation, Co. Inc. _____
- R. Table to March 26, 2012 a Resolution relating to Vacation of all of the Street Rights-of-Way within the Plat of Dorr's Third Inver Grove Addition _____
- S. Authorize Community Assessment Survey for Older Adults _____
- T. Award Custodial Services Contract _____
- U. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. **L&D SIGN;** Consider Resolution relating to an **Amendment** to a Planned Unit Development to Increase the Size of the Existing Multi-Tenant Monument Sign for property located at 9087 Broderick Boulevard _____

ADMINISTRATION:

- B. **CITY OF INVER GROVE HEIGHTS;** Approve Sale of General Obligation Utility Revenue Refunding Bonds, Series 2012A _____

8. **MAYOR AND COUNCIL COMMENTS:**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, FEBRUARY 27, 2012 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, February 27, 2012, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 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, Parks & Recreation Director Carlson, Community Development Director Link, Police Chief Stanger, Fire Chief Thill and Deputy Clerk Rheaume

3. PRESENTATIONS:

Jodi Royce, President of Inver Grove Heights Hockey Association, introduced the members of the U10B girls' hockey team who attended the meeting and led the Pledge of Allegiance. She stated the team participated in three tournaments throughout the course of the season and earned a trophy at each tournament.

A. Police Department Introductions – New Lieutenants, Sergeants, Police Officers

Mr. Lynch explained because there had been numerous changes within the Police Department over the previous six (6) months staff felt it would be a good idea to have Chief Stanger review the changes within the department and introduce new officers to the Council.

Chief Stanger introduced the newly promoted members of the Police Department's supervisory staff.

He stated Lieutenant Sean Folmar began working for the City as an officer in 1995. He also worked as an investigator from 1998-2000, and was promoted to the position of Sergeant in 2006 where he served as the patrol supervisor for five (5) years. Following the retirement of Lieutenant Jerry Salmey, Sean was promoted to the position of Lieutenant and currently serves as the Investigative Commander in charge of the Investigations and support services division of the department.

Sergeant Jessica Billmeyer began working for the City as an officer in 1998. In addition to serving as a patrol officer during her tenure, she also worked in the Investigations division from 2002-2004. Jessica was appointed to the position of Sergeant in 2011 and is currently assigned to the Patrol division as a patrol supervisor.

Lieutenant Josh Otis began working for the City as an officer in 2001 and also worked as an investigator from 2005-2007. He was promoted to the position of Sergeant in 2007 and served as a patrol supervisor for five (5) years. Following the retirement of Chief Kleckner, a lieutenant position was left vacant and Josh was promoted to the position in early 2012 and is currently the Patrol Commander in charge of patrol and uniform operations.

Sergeant Kasey Schrandt began working for the City as an officer in 2000 and was assigned to the investigative division from 2004-2006. He was promoted to the position of Sergeant in 2012 and currently serves as a patrol supervisor.

Chief Stanger congratulated Lieutenants Folmar and Otis, and Sergeants Billmeyer and Schrandt for the promotions within the Inver Grove Heights Police Department. He introduced Dane Winget and Nick Pedersen, two (2) newly hired officers.

Chief Stanger stated Officer Winget graduated from Normandale Community College with an Associate's Degree in law enforcement and completed his skills training through Hennepin County Technical College. Officer Winget's official start date with the City was February 7, 2012.

Chief Stanger stated Officer Pedersen graduated from North Hennepin Community College with an Associate's Degree in law enforcement and completed his skills training through Minneapolis Community and Technical College. Officer Pedersen's official start date with the City was scheduled on March 6, 2012.

4. CONSENT AGENDA:

Councilmember Madden removed Item 4J, Approve Charitable Gambling Premises Permit Application – AMVETS Post 1, from the Consent Agenda.

- A. Minutes – February 13, 2012 Regular Council Meeting
- B. **Resolution No. 12-25** Approving Disbursements for Period Ending February 22, 2012
- C. **Resolution No. 12-26** Adopting Final Assessment Roll for the 2011 Pavement Management Program, City Project No. 2010-09I, Blaine Avenue (North Area) Full Depth Mill and Repave
- D. **Resolution No. 12-27** Accepting Amendment No. 1 to Feasibility Report, Ratifying the Preparation of Plans and Specifications, and Authorizing Advertisement of Bids for the 2012 Pavement Management Program, City Project No. 2012-09D, Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.)
- E. **Resolution No. 12-28** Accepting Amendment No. 2 to the Proposal for Engineering Services from Bolton & Menk, Inc. for the 2012 Pavement Management Program, City Project No. 2012-09D, Urban Street Reconstruction – 65th Street Area (Babcock Trail to Cahill Avenue)
- F. **Resolution No. 12-29** Approving Local Trail Grant Application for North Valley Park
- G. Approve Extension of Contract for Financial Services from AEM
- H. Approve UV System for Spa Pool
- I. Approve Contract with Civic Plus for Redesign of City's Website
- K. Approve Application for Individual Massage Therapist License – Jacquelyn Lebeis
- L. Personnel Actions

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

Ayes: 4

Nays: 0 Motion carried.

- J. Approve Charitable Gambling Premises Permit Application – AMVETS Post 1

Councilmember Madden stated he was surprised at the decision to switch organizations given how long the American Legion had controlled the charitable gambling operations at Drkula's. He explained he was concerned about the change because the American Legion is a local organization and the AMVETS Post 1 was not. He noted the AMVETS Post 1 was a great organization and wished them luck. His primary concern was that the American Legion may not be able to continue to operate without charitable gambling operations.

James Grob, AMVETS Post 1 Gambling Manager, explained he was approached approximately four (4) months ago about the prospect of his organization taking over the charitable gambling operations at Drkula's. He stated his first instinct was to ask Drkula's to try to work with the American Legion to resolve the issues. He noted he agreed to take over the charitable gambling operations after it became apparent that a change was going to be made either way.

Mayor Tourville questioned where the organization's other operations were located.

Mr. Grob stated they operate locations in Bloomington, Mendota Heights, Hastings, and St. Paul.

Mayor Tourville confirmed that Mr. Grob was familiar with the City's charitable gambling regulations.

Mr. Grob stated he reviewed the ordinance and thought it was very similar to the regulations of the other cities his organization operated in. He stated with respect to expenditure requirements the organization has a goal that they will exceed the established standards in each community. He noted the organization

always looks to help the local schools and organizations.

Mayor Tourville explained the City does not have the authority to dictate which organization operates at each location, provided the licensee is eligible for a license from the State. He stated the AMVETS would have big shoes to fill because 100% of the American Legion's donations went to Inver Grove Heights organizations and programs.

Dale Larson, Post 424, stated his organization was only notified of the change one week ago. He felt that the process had been rushed. He questioned if the new organization would be able to keep up with the donations that the American Legion made within the community, such as scholarships.

Mayor Tourville explained the organization would be required to make a certain percentage of expenditures within the defined trade area. He stated they will have to abide by the regulations set forth in City Code. He noted the lease agreement between the licensed organization and the owner of the business only requires a 30 day notice if either party decides to terminate the lease. He reiterated that the City cannot control which organization is chosen to run charitable gambling operations at a specific location.

Mr. Larson stated it was unfortunate that his organization was not given the opportunity to resolve the issue with the business owner.

Motion by Madden, second by Grannis, to approve Charitable Gambling Premises Permit Application for the AMVETS Post 1 Organization

Ayes: 4

Nays: 0 Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Application of Pawn America Minnesota LLC dba Pawn America for a Pawnbroker's License for premises located at 5300 S. Robert Trail, Suite 400

Ms. Rheaume stated Pawn America Minnesota LLC submitted an application for a pawnbroker's license amidst the process of amending the provisions of the City Code which regulate pawnbroker activity within the City. She explained the application was reviewed by the Police Department in accordance with the terms of the recently adopted ordinance amendment. The applicant submitted the required license fee, corporate surety bond, and insurance documentation. She noted the Police Department conducted the requisite background investigation and found no basis for denial of the request.

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

Ayes: 4

Nays: 0 Motion carried.

Motion by Madden, second by Grannis to approve the application of Pawn America Minnesota LLC dba Pawn America for a Pawnbroker's License for premises located at 5300 S. Robert Trail, Suite 400

Ayes: 4

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider Application of Pilot Travel Centers LLC dba Pilot Travel Center #581 for a 3.2 Off-Sale Liquor License for premises located at 11650 Courthouse Boulevard

Ms. Rheaume stated the applicant recently purchased and took over operations of the business located on Courthouse Boulevard. The applicant obtained the necessary service station license and made application for a 3.2 Off-Sale Liquor License. She noted the previous business owner did not hold a liquor license for the premises. The applicant submitted proof of liquor liability insurance and the Police

Department found no basis for denial of the application following a background investigation.

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

Ayes: 4

Nays: 0 Motion carried.

Motion by Madden, second by Grannis, to approve the application of Pilot Travel Center LLC dba Pilot Travel Center #581 for a 3.2 Off-Sale Liquor License for premises located at 11650 Courthouse Boulevard

Ayes: 4

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Application of St. Patrick's Catholic Church for a 1-day Temporary On-Sale Intoxicating Liquor License for premises located at 3535 72nd St. E.

Ms. Rheaume explained the Church made application for a one day temporary liquor license for an event scheduled on April 27th. She stated the City recently adopted an amendment to the City Code to allow for the issuance of temporary on-sale intoxicating liquor licenses to eligible organizations as defined by State statute.

Motion by Madden, second by Grannis, to close the public hearing

Ayes: 4

Nays: 0 Motion carried.

Motion by Madden, second by Grannis, to approve the application of St. Patrick's Catholic Church for a 1-day Temporary On-Sale Intoxicating Liquor License on April 27, 2012 for premises located at 3535 72nd St. E.

Ayes: 4

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. INVER GROVE STORAGE; Consider Resolution relating to an Interim Use Permit Extension for property located at 10125 Courthouse Boulevard

Mr. Link reviewed the location of the property. He stated in 2004 an interim use permit was granted to the applicant to allow temporary metal portable shipping containers as part of their mini storage facility. The approval was for a period of eight (8) years and would expire on April 1, 2012. The applicant requested a one-time extension of the interim use permit as allowed by ordinance for a period of 20 years. He explained interim uses are defined as a temporary use because they are typically not appropriate based on a proposed future land use, but have some merit for an intermediate period of time. He noted staff felt more comfortable with a ten (10) year extension because it is believed that twenty years goes beyond the purpose and intent of a temporary interim use and becomes more like a permanent use. He stated a ten (10) year extension would also be consistent with an extension that was granted for a competing storage use located down the highway. He stated both Planning staff and the Planning Commission recommended approval of the request. The Planning Commission recommended an extension for a period of 20 years.

Councilmember Piekarski Krech stated she did not have a problem granting a 20 year extension because the applicant needs to get use of their property if no development happens in that time period. She explained there have been no complaints regarding the establishment and the business climate in the area is not where it was anticipated to be.

Councilmember Madden agreed that a 20 year extension was reasonable because if development was to occur in the area there would more than likely be changes made to the comprehensive plan and the zoning code that would eliminate the interim use. He reiterated that the applicant takes care of the property and there have been no issues with the operation thus far.

Councilmember Grannis asked if an applicant could renew an interim use permit more than once.

Mr. Link explained one extension is allowed by ordinance, and a second extension would require an amendment to the zoning code.

Larry Koland, 4813 Blaine Avenue, explained they originally built an outdoor storage facility because it would have a limited impact on the site and would be a good fit until the property could be redeveloped for a better, permanent use. He stated they would like to extend the interim use in order to retain their mortgage on the property. He noted their hope is that development occurs in this area of the City and they are able to redevelop the property for a better use sooner than 20 years. He explained if they aren't able to redevelop the property within 20 years the interim use would be removed. He stated the current use is quiet and they keep the site well maintained.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 12-30 approving an Interim Use Permit Extension for a period of twenty years for property located at 10125 Courthouse Boulevard

Ayes: 4

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider One-time Additional Wages for Paid On-Call Fire Officers

Mr. Lynch explained in 2011 the City budgeted for and began the process to hire an Assistant Fire Chief. He stated at that point in time fire officers had made plans to stop doing additional work in anticipation of the new position being filled. Once the hiring process was stopped, fire officers had to resume performing the additional work for the remainder of 2011. He explained during the 2012 budgeting process a council member suggested that staff consider adding money for additional compensation to recognize the additional work that was performed by the officers. He noted a spreadsheet was distributed that outlined the additional pay and clarified that the pay plan was for the period of August, 2011 through the end of February, 2012. He stated the Chief planned for a proration of the additional pay.

Councilmember Piekarski Krech stated the fire officers went above and beyond their required duties to help the department.

Councilmember Madden stated the officers put in a lot of hours in addition to their regular jobs.

Motion by Piekarski Krech, second by Madden, to approve one-time additional wages for paid on-call Fire officers

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Motion by Grannis, second by, to schedule a special meeting on March 19, 2012 at 6:00 p.m. to conduct department head meetings and a performance review of the City Administrator.

Ayes: 4

Nays: 0 Motion carried.

9. ADJOURN: Motion by Madden, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 7:42 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 12, 2012
 Item Type: Consent
 Contact: Bill Schroepfer 651-450-2516
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of February 23, 2012 to March 7, 2012.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 7, 2012. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$533,260.91
Debt Service & Capital Projects	26,488.78
Enterprise & Internal Service	54,784.89
Escrows	1,656.00
	<hr/>
Grand Total for All Funds	<u><u>\$616,190.58</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 Bill Schroepfer, Accountant at 651-450-2516.

Attached to this summary for your action is a resolution approving the disbursements for the period February 23, 2012 to March 7, 2012 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING March 7, 2012**

WHEREAS, a list of disbursements for the period ending March 7, 2012 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$533,260.91
Debt Service & Capital Projects	26,488.78
Enterprise & Internal Service	54,784.89
Escrows	1,656.00
Grand Total for All Funds	<u><u>\$616,190.58</u></u>

Adopted by the City Council of Inver Grove Heights this 12th day of March, 2012.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 2/23/2012 - 3/7/2012

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
10,000 LAKES CHAPTER	MARCH 2012-FRANKLIN MARTIN	02/29/2012	SESSION A - FRANKLIN MARTIN	101.45.3300.419.50080	210.00
10,000 LAKES CHAPTER	MARCH 2012-MERCHAK	02/29/2012	SESSION A - JOE MERCHAK	101.45.3300.419.50080	210.00
ACE PAINT & HARDWARE	510498/5	02/29/2012	2/19/12	101.42.4200.423.40040	9.07
ACE PAINT & HARDWARE	510402/5	03/07/2012	501126	101.44.6000.451.60016	11.70
AEM FINANCIAL SOLUTIONS, LLC	288297	02/29/2012	FEBRUARY 2012	101.41.2000.415.30700	9,000.00
AFSCME COUNCIL 5	INV0007224	02/24/2012	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	39.54
AFSCME COUNCIL 5	INV0007225	02/24/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	746.32
AFSCME COUNCIL 5	INV0007226	02/24/2012	UNION DUES (AFSCME FULL SHARE-PT	101.203.2031000	54.01
AFSCME COUNCIL 5	INV0007579	03/09/2012	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	39.54
AFSCME COUNCIL 5	INV0007580	03/09/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	765.96
AFSCME COUNCIL 5	INV0007581	03/09/2012	UNION DUES (AFSCME FULL SHARE-PT	101.203.2031000	58.92
AMERICAN PUBLIC WORKS ASSOCIATION	RENEWAL 2012	02/29/2012	11180	101.43.5000.441.50070	645.75
AMERICAN PUBLIC WORKS ASSOCIATION	RENEWAL 2012	02/29/2012	11180	101.43.5100.442.50070	123.00
ARAMARK UNIFORM SERVICES	629-7433108	02/29/2012	2/15/12	101.43.5200.443.60045	25.22
ARAMARK UNIFORM SERVICES	629-7433108	02/29/2012	2/15/12	101.44.6000.451.60045	30.26
ARAMARK UNIFORM SERVICES	629-7438012	02/29/2012	2/22/12	101.43.5200.443.60045	15.70
ARAMARK UNIFORM SERVICES	629-7438012	02/29/2012	2/22/12	101.44.6000.451.60045	39.78
ARAMARK UNIFORM SERVICES	629-7442925	03/07/2012	15353001	101.44.6000.451.60045	30.26
ARAMARK UNIFORM SERVICES	629-7442925	03/07/2012	15353001	101.43.5200.443.60045	15.69
AT & T MOBILITY	287237771092X02122012	03/07/2012	287237771092	101.41.1000.413.50020	52.43
AT & T MOBILITY	287237771092X02122012	03/07/2012	287237771092	101.41.1100.413.50020	26.47
BAILEY, KIM	2/26/12	03/07/2012	3/1/12	101.42.4200.423.50080	205.00
BLOOMINGTON SECURITY SOLUTIONS INC	574662	03/07/2012	1/23/12	101.44.6000.451.40040	50.98
BLOOMINGTON SECURITY SOLUTIONS INC	574661	03/07/2012	1/23/12	101.44.6000.451.40040	147.49
CENTURY LINK	2/13/12 651-453-0219 660	03/07/2012	2/13/12 651-453-0219 660	101.44.6000.451.50020	41.78
CENTURY LINK	2/13/12 651552-0672 975	03/07/2012	2/13/12 651-552-0572	101.44.6000.451.50020	41.87
CITY OF SAINT PAUL	122100	02/29/2012	RADIO SERVICE JANUARY 2012	101.42.4000.421.40042	73.98
DAKOTA COMMUNICATIONS CENTER	IG2012-03	03/07/2012	2/21/12	101.42.4200.423.70501	3,950.15
DAKOTA COMMUNICATIONS CENTER	IG2012-03	03/07/2012	MARCH 2012 MONTHLY DCC FEE - GE	101.42.4000.421.70300	35,551.35
DAKOTA COMMUNICATIONS CENTER	IG2012-03	03/07/2012	2/21/12	101.58.9100.580.70650	1,022.50
DAKOTA CTY FINANCIAL SVCS	8561	12/31/2011	2011 FOURTH QUARTER UTILITIES	101.43.5400.445.40020	487.19
DAKOTA CTY FINANCIAL SVCS	00000425	02/29/2012	2012 RMS FEES	101.42.4000.421.70300	46,148.04
DANNER INC	54227	03/07/2012	IGH010	101.43.5200.443.60016	360.00
EARL F ANDERSEN INC	0098272-IN	03/07/2012	ORDER #0111489	101.44.6000.451.60065	662.23
EFTPS	INV0007228	02/24/2012	FEDERAL WITHHOLDING	101.203.2030200	37,663.23
EFTPS	INV0007230	02/24/2012	MEDICARE WITHHOLDING	101.203.2030500	10,942.36
EFTPS	INV0007231	02/24/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	29,570.18
EFTPS	INV0007237	02/24/2012	FEDERAL WITHHOLDING	101.203.2030200	1.29
EFTPS	INV0007239	02/24/2012	MEDICARE WITHHOLDING	101.203.2030500	73.02
EFTPS	INV0007240	02/24/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	226.87
EFTPS	INV0007244	02/24/2012	FEDERAL WITHHOLDING	101.203.2030200	8.76
EFTPS	INV0007246	02/24/2012	MEDICARE WITHHOLDING	101.203.2030500	9.78
EFTPS	INV0007247	02/24/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	35.11
EFTPS	INV0007586	03/09/2012	FEDERAL WITHHOLDING	101.203.2030200	39,190.65
EFTPS	INV0007588	03/09/2012	MEDICARE WITHHOLDING	101.203.2030500	10,297.74
EFTPS	INV0007589	03/09/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	25,878.22
ELECTRIC FIRE & SECURITY	77795	03/07/2012	JOB 312071	101.44.6000.451.50055	165.30
GASAWAY CONSULTING GROUP LLC	716	02/29/2012	COACHING SERIES	101.42.4200.423.50080	2,600.00
GERTENS	244223	03/07/2012	103566	101.44.6000.451.60040	373.46
HEALTH PARTNERS	FEBRUARY 2012 DENTAL INS PREMIUM	02/10/2012	FEBRUARY 2012	101.203.2030800	5,930.57
HOME DEPOT CREDIT SERVICES	11/13/11 6035 3225 0255 4813	12/31/2011	ACCOUNT 6035 3225 0255 4813	101.42.4200.423.60065	444.42
ICMA RETIREMENT TRUST - 457	INV0007178	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0007179	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	276.11
ICMA RETIREMENT TRUST - 457	INV0007180	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0007181	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	422.89
ICMA RETIREMENT TRUST - 457	INV0007182	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0007183	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	285.25
ICMA RETIREMENT TRUST - 457	INV0007184	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	690.00
ICMA RETIREMENT TRUST - 457	INV0007185	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	116.12
ICMA RETIREMENT TRUST - 457	INV0007186	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0007187	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	646.65
ICMA RETIREMENT TRUST - 457	INV0007188	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0007189	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	161.90
ICMA RETIREMENT TRUST - 457	INV0007190	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,503.84
ICMA RETIREMENT TRUST - 457	INV0007191	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	308.04
ICMA RETIREMENT TRUST - 457	INV0007192	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0007193	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	365.58
ICMA RETIREMENT TRUST - 457	INV0007194	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	290.00
ICMA RETIREMENT TRUST - 457	INV0007195	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	413.05
ICMA RETIREMENT TRUST - 457	INV0007196	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0007197	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	130.96
ICMA RETIREMENT TRUST - 457	INV0007198	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0007199	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	35.46
ICMA RETIREMENT TRUST - 457	INV0007200	02/24/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	600.00
ICMA RETIREMENT TRUST - 457	INV0007201	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	198.24
ICMA RETIREMENT TRUST - 457	INV0007202	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0007203	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0007204	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0007205	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	186.93
ICMA RETIREMENT TRUST - 457	INV0007206	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0007207	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	445.26
ICMA RETIREMENT TRUST - 457	INV0007208	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0007209	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0007210	02/24/2012	ICMA (AGE 50 & OVER)	101.203.2031400	4,636.29
ICMA RETIREMENT TRUST - 457	INV0007211	02/24/2012	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
ICMA RETIREMENT TRUST - 457	INV0007220	02/24/2012	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0007221	02/24/2012	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
ICMA RETIREMENT TRUST - 457	INV0007533	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0007534	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	301.65
ICMA RETIREMENT TRUST - 457	INV0007535	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0007536	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	502.40
ICMA RETIREMENT TRUST - 457	INV0007537	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0007538	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	324.51
ICMA RETIREMENT TRUST - 457	INV0007539	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,090.00
ICMA RETIREMENT TRUST - 457	INV0007540	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.20
ICMA RETIREMENT TRUST - 457	INV0007541	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0007542	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	732.19
ICMA RETIREMENT TRUST - 457	INV0007543	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0007544	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	161.90
ICMA RETIREMENT TRUST - 457	INV0007545	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,503.84
ICMA RETIREMENT TRUST - 457	INV0007546	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	379.47
ICMA RETIREMENT TRUST - 457	INV0007547	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0007548	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	387.13
ICMA RETIREMENT TRUST - 457	INV0007549	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	290.00
ICMA RETIREMENT TRUST - 457	INV0007550	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	470.21
ICMA RETIREMENT TRUST - 457	INV0007551	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0007552	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	152.51
ICMA RETIREMENT TRUST - 457	INV0007553	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0007554	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	35.46
ICMA RETIREMENT TRUST - 457	INV0007555	03/09/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	600.00
ICMA RETIREMENT TRUST - 457	INV0007556	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	246.56
ICMA RETIREMENT TRUST - 457	INV0007557	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0007558	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0007559	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0007560	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	186.93
ICMA RETIREMENT TRUST - 457	INV0007561	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0007562	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	557.14
ICMA RETIREMENT TRUST - 457	INV0007563	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0007564	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0007565	03/09/2012	ICMA (AGE 50 & OVER)	101.203.2031400	4,477.19
ICMA RETIREMENT TRUST - 457	INV0007566	03/09/2012	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
ICMA RETIREMENT TRUST - 457	INV0007575	03/09/2012	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0007576	03/09/2012	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
IDEAL SYSTEM SOLUTIONS, INC.	28254	12/31/2011	PO PAT 011012	101.58.9100.580.70650	2,271.25
IDEAL SYSTEM SOLUTIONS, INC.	28254	12/31/2011	PO PAT 011012	101.42.4000.421.40042	2,500.00
INVER GROVE FORD	SE1390923	03/07/2012	94917	101.42.4000.421.70300	266.88
IUOE	INV0007582	03/09/2012	UNION DUES IUOE	101.203.2031000	1,127.25
J H LARSON CO	S100055677.001	03/07/2012	29039	101.43.5400.445.30700	34.15
J-C PRESS	121039	03/07/2012	01598	101.42.4000.421.50030	138.94
KENISON, TERRI	#2	03/07/2012	2/26/12	101.42.4200.423.30700	908.44
LEAGUE OF MN CITIES	158572	02/29/2012	MN CONFERENCE/RETURNING MEMB	101.41.1000.413.50070	120.00
LEAGUE OF MN CITIES	147862	03/07/2012	2/7/12	101.41.1000.413.50080	80.00
LELS	INV0007583	03/09/2012	UNION DUES (LELS)	101.203.2031000	1,215.00
LELS SERGEANTS	INV0007584	03/09/2012	UNION DUES (LELS SGT)	101.203.2031000	210.00
LOCAL GOVERNMENT INFORMATION SYSTEM	34656	02/29/2012	1/31/12	101.42.4000.421.70300	1,419.00
LOCAL GOVERNMENT INFORMATION SYSTEM	34724	02/29/2012	1/31/12	101.42.4000.421.70300	1,420.00
MADSEN, BENNETT	POLICE DEPT	03/07/2012	POLICE DEPT DINNER	101.42.4000.421.50075	9.39
MARTIN, FRANKLIN	TUITION REIMBURSEMENT	12/31/2011	REIMBURSE-TUITION	101.45.3200.419.50085	1,000.00
MIKE'S SHOE REPAIR, INC.	2212012	03/07/2012	2/15/12	101.42.4200.423.30700	49.00
MINNEAPOLIS OXYGEN CO.	1032421	02/29/2012	ACCOUNT 113504	101.42.4200.423.40042	20.22

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
MINNEAPOLIS OXYGEN CO.	1032422	02/29/2012	ACCOUNT 113505	101.42.4200.423.40042	80.18
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0007176	02/24/2012	RICK JACKSON FEIN/TAXPAYER ID: 416	101.203.2032100	301.33
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0007177	02/24/2012	JUSTIN PARRANTO FEIN/TAXPAYER ID	101.203.2032100	665.06
MLEEA	1003	02/29/2012	STATE CONFERENCE 2012	101.42.4000.421.70600	1,056.00
MN DEPT OF LABOR & INDUSTRY	1/2012 MN STATE SURCHARGE	03/07/2012	1/2012 MN STATE SURCHARGE	101.41.0000.3414000	(28.68)
MN DEPT OF LABOR & INDUSTRY	1/2012 MN STATE SURCHARGE	03/07/2012	1/2012 MN STATE SURCHARGE	101.207.2070100	1,434.23
MN DEPT OF REVENUE	INV0007229	02/24/2012	STATE WITHHOLDING	101.203.2030300	15,855.80
MN DEPT OF REVENUE	INV0007238	02/24/2012	STATE WITHHOLDING	101.203.2030300	40.69
MN DEPT OF REVENUE	INV0007245	02/24/2012	STATE WITHHOLDING	101.203.2030300	4.68
MN DEPT OF REVENUE	INV0007587	03/09/2012	STATE WITHHOLDING	101.203.2030300	15,944.52
MN GLOVE & SAFETY, INC.	261110	03/07/2012	2/22/12	101.44.6000.451.60045	825.72
MN LAW ENFORCEMENT EXPLORER ASSN	2012 RENEWAL	02/29/2012	2012 RENEWAL POST 9573	101.42.4000.421.50070	60.00
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.43.5100.442.20620	130.79
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.42.4000.421.20620	539.12
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.42.4200.423.20620	40.89
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.45.3200.419.20620	31.27
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.41.2000.415.20620	72.41
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.203.2030900	1,937.15
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.45.3300.419.20620	60.88
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.44.6000.451.20620	97.19
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.45.3000.419.20620	30.90
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.43.5200.443.20620	72.97
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.43.5000.441.20620	24.05
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	101.41.1100.413.20620	79.56
MN NCPERS LIFE INSURANCE	MARCH 2012	03/07/2012	2/23/12	101.203.2031600	400.00
MOORE MEDICAL LLC	81773560 EI	02/29/2012	ORDER 49228952	101.42.4200.423.60065	443.52
MPSTMA	SPRING 2012 WORKSHOP	02/29/2012	SPRING 2012 WORKSHOP REGISTRATI	101.44.6000.451.50080	40.00
MRPA	MARCH 2012 WORKSHOP	02/29/2012	MARCH, 1 2012 WORKSHOP	101.44.6000.451.50080	59.00
MUNICIPAL EMERGENCY SERVICES, INC.	00026451_SCN	02/07/2012	ACCOUNT 43426	101.42.4200.423.60045	(319.00)
MUNICIPAL EMERGENCY SERVICES, INC.	00026452_SCN	02/07/2012	ACCOUNT 43426	101.42.4200.423.60045	(56.00)
MUNICIPAL EMERGENCY SERVICES, INC.	00292551_SNV	02/15/2012	SO_252636	101.42.4200.423.60045	235.21
MUNICIPAL EMERGENCY SERVICES, INC.	00026774_SCN	02/22/2012	SO_247037	101.42.4200.423.60045	(56.00)
MUNICIPAL EMERGENCY SERVICES, INC.	00294842_SNV	03/07/2012	2/13/12	101.42.4200.423.60045	896.28
NEWMAN SIGNS INC	TI-0245559	03/07/2012	INV001	101.43.5200.443.60016	7,374.54
NEWMAN SIGNS INC	TI-0245657	03/07/2012	INV001	101.43.5200.443.60016	2,805.47
NEXTEL COMMUNICATIONS	634573312-123	02/29/2012	ACCOUNT 634573312	101.45.3300.419.50020	195.88
NEXTEL COMMUNICATIONS	266948529-094	02/29/2012	ACCOUNT 266948529	101.42.4000.421.50020	785.24
NEXTEL COMMUNICATIONS	487383319-123	03/07/2012	487383319	101.44.6000.451.50020	289.80
NEXTEL COMMUNICATIONS	573073317-123	03/07/2012	573073317	101.41.1100.413.50020	38.30
NEXTEL COMMUNICATIONS	249383315-123	03/07/2012	2/18/12	101.43.5200.443.50020	269.33
NORTHWEST LASERS, INC.	S100051715	03/07/2012	143033	101.44.6000.451.60016	128.25
OLSEN FIRE PROTECTION, INC	54404	02/29/2012	JOB 26288	101.44.6000.451.40040	1,207.00
OPTUMHEALTH FINANCIAL SERVICES	FEBRUARY 2012 1ST QTR EMLYR SHA	02/24/2012	FEBRUARY 2012	101.203.2032500	200.00
OPTUMHEALTH FINANCIAL SERVICES	INV0007222	02/24/2012	HSA ELECTION-SINGLE	101.203.2032500	2,054.58
OPTUMHEALTH FINANCIAL SERVICES	INV0007223	02/24/2012	HSA ELECTION-FAMILY	101.203.2032500	3,882.01
OPTUMHEALTH FINANCIAL SERVICES	INV0007577	03/09/2012	HSA ELECTION-SINGLE	101.203.2032500	2,249.71
OPTUMHEALTH FINANCIAL SERVICES	INV0007578	03/09/2012	HSA ELECTION-FAMILY	101.203.2032500	3,932.01
PERA	INV0007212	02/24/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,343.91
PERA	INV0007214	02/24/2012	EMPLOYER SHARE (PERA COORDINAT	101.203.2030600	14,649.36
PERA	INV0007215	02/24/2012	PERA COORDINATED PLAN	101.203.2030600	14,649.36
PERA	INV0007216	02/24/2012	EMPLOYER SHARE (PERA DEFINED PL	101.203.2030600	44.23
PERA	INV0007217	02/24/2012	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0007218	02/24/2012	EMPLOYER SHARE (POLICE & FIRE PLA	101.203.2030600	14,345.23
PERA	INV0007219	02/24/2012	PERA POLICE & FIRE PLAN	101.203.2030600	9,563.47
PERA	INV0007232	02/24/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	21.86
PERA	INV0007233	02/24/2012	EMPLOYER SHARE (PERA COORDINAT	101.203.2030600	136.39
PERA	INV0007234	02/24/2012	PERA COORDINATED PLAN	101.203.2030600	136.39
PERA	INV0007235	02/24/2012	EMPLOYER SHARE (POLICE & FIRE PLA	101.203.2030600	48.80
PERA	INV0007236	02/24/2012	PERA POLICE & FIRE PLAN	101.203.2030600	32.52
PERA	INV0007241	02/24/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3.38
PERA	INV0007242	02/24/2012	EMPLOYER SHARE (PERA COORDINAT	101.203.2030600	21.09
PERA	INV0007243	02/24/2012	PERA COORDINATED PLAN	101.203.2030600	21.09
PERA	INV0007567	03/09/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,386.08
PERA	INV0007569	03/09/2012	EMPLOYER SHARE (PERA COORDINAT	101.203.2030600	14,912.89
PERA	INV0007570	03/09/2012	PERA COORDINATED PLAN	101.203.2030600	14,912.89
PERA	INV0007571	03/09/2012	EMPLOYER SHARE (PERA DEFINED PL	101.203.2030600	44.23
PERA	INV0007572	03/09/2012	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0007573	03/09/2012	EMPLOYER SHARE (POLICE & FIRE PLA	101.203.2030600	16,353.70
PERA	INV0007574	03/09/2012	PERA POLICE & FIRE PLAN	101.203.2030600	10,902.43
RESCUEPAX, LLC	110	03/07/2012	2/29/12	101.42.4200.423.60040	570.00
RIVER HEIGHTS CHAMBER OF COMMERCE	2123	02/29/2012	ANNUAL MEETING	101.41.1000.413.50070	45.00
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	ADMIN	101.41.1100.413.60070	53.22
SALSCHIEDER, TIM	STORAGE ROOM	03/01/2012	MATERIALS FOR STORAGE ROOM	101.42.4200.423.40040	130.83
SHARROW LIFTING PRODUCTS	47706	03/07/2012	18200	101.42.4200.423.40042	324.00

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
SIGNWAREHOUSE.COM	616	03/07/2012	72023	101.43.5200.443.60016	363.26
SIRCHIE FINGER PRINT LABORATORIES	0069884-IN	02/29/2012	ORDER 0613164	101.42.4000.421.60065	251.33
SPRINT	166309819-051	02/29/2012	ACCOUNT 166309819	101.42.4000.421.50020	120.10
SPRINT	641378810-051	02/29/2012	ACCOUNT 641378810	101.42.4200.423.50020	39.99
ST PAUL STAMP WORKS INC	246975	02/29/2012	INVER003	101.42.4200.423.60045	68.28
STRAIGHT RIVER MEDIA	1259	02/27/2012	2/28/12	101.41.1100.413.50032	900.00
TRACTOR SUPPLY CREDIT PLAN	63352	02/16/2012	63352	101.43.5200.443.60040	6.42
TWIN CITIES OCCUPATIONAL HEALTH PC	101881891	03/07/2012	N26-1251001589	101.41.1100.413.30500	105.00
TWIN CITIES OCCUPATIONAL HEALTH PC	101882327	03/07/2012	N26-1251001592	101.41.1100.413.30500	393.00
U OF M - CCE REGISTRATION	MARCH 29 EVENT 185776	02/29/2012	MARCH 29, 2012 WORKSHOP	101.44.6000.451.50080	50.00
UNIFORMS UNLIMITED	110173	03/07/2012	114866	101.42.4000.421.60045	14.27
UNIFORMS UNLIMITED	110174	03/07/2012	114866	101.42.4000.421.60045	17.08
UNIFORMS UNLIMITED	110462	03/07/2012	114866	101.42.4000.421.60045	299.56
UNIFORMS UNLIMITED	110467	03/07/2012	114866	101.42.4000.421.60045	15.00
UNIFORMS UNLIMITED	110759	03/07/2012	114866	101.42.4000.421.60045	61.65
UNITED WAY	INV0007227	02/24/2012	UNITED WAY	101.203.2031300	160.00
UNITED WAY	INV0007585	03/09/2012	UNITED WAY	101.203.2031300	160.00
UNIVERSITY NATIONAL BANK	INV0007213	02/24/2012	STEVE HER FILE #62-CV-07-3401	101.203.2031900	391.94
UNIVERSITY NATIONAL BANK	INV0007568	03/09/2012	STEVE HER FILE #62-CV-07-3401	101.203.2031900	457.12
US BANK	2/27/12 WIRE TRANSFER	02/27/2012	WIRE TRANSFER	101.42.4000.421.70530	6,379.17
VANDERHEYDEN LAW OFFICE, P.A.	INV0007175	02/24/2012	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	374.48
VANDERHEYDEN LAW OFFICE, P.A.	INV0007530	03/09/2012	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	360.78
WAL-MART BUSINESS	PADLOCK/BOWLS	03/07/2012	2/7/12	101.42.4000.421.60065	34.47
WOODS CONSTRUCTION & CARPENTRY, INC	2/21/12	02/29/2012	SHELTERS AT RICH VALLEY	101.44.6000.451.40040	5,875.00
XCEL ENERGY	313724794	03/07/2012	51-4779167-3	101.44.6000.451.40010	802.35
XCEL ENERGY	313724794	03/07/2012	51-4779167-3	101.44.6000.451.40020	1,418.12
XCEL ENERGY	207725040	03/07/2012	315336715	101.43.5400.445.40020	189.08
XCEL ENERGY	410573859	03/07/2012	315418798	101.43.5400.445.40020	64.20
XCEL ENERGY	410600424	03/07/2012	31545678	101.43.5400.445.40020	61.38
XCEL ENERGY	410621615	03/07/2012	315470581	101.43.5400.445.40020	818.63
XCEL ENERGY	410794030	03/07/2012	315601897	101.43.5400.445.40020	34.38

Fund: 101 - GENERAL FUND

511,821.41

ENDORSE COMMUNICATIONS LLC	2/24/12	03/07/2012	2/28/12	201.44.1600.465.30700	750.00
ENSEMBLE CREATIVE & MARKETING	IGH01132012 B	12/31/2011	UNDER PAID ORIGINAL INVOICE	201.44.1600.465.50025	300.00
ENSEMBLE CREATIVE & MARKETING	IGH02172012	03/07/2012	2/28/12	201.44.1600.465.50025	1,665.00
LONE OAK COMPANIES	54150	03/07/2012	2/28/12	201.44.1600.465.50035	119.36
RIVER HEIGHTS CHAMBER OF COMMERCE	2120	02/29/2012	JANUARY 2012	201.44.1600.465.30700	1,666.67
RIVER HEIGHTS CHAMBER OF COMMERCE	2120	02/29/2012	JANUARY 2012	201.44.1600.465.40065	200.00

Fund: 201 - C.V.B. FUND

4,701.03

COMMUNITY EDUCATION	2/2/12	03/07/2012	SENIOR TRIPS	204.227.2271000	2,305.00
IGH SENIOR CLUB	2/2/12	03/07/2012	SENIOR CLUB MEMBERSHIP FEB 2012	204.227.2271000	216.00
IGH/SSP COMMUNITY EDUCATION	1296	03/07/2012	PERMIT #1202-0090	204.44.6100.452.40065	1,090.00
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	204.44.6100.452.20620	76.20
NEXTEL COMMUNICATIONS	3022193319-123	03/07/2012	302193319	204.44.6100.452.50020	91.17
OFFICE DEPOT	2/15/12	03/07/2012	2/15/12	204.44.6100.452.60009	7.16
TARGET BANK	2/18/12	03/07/2012	ACCT ID 00028954117	204.44.6100.452.60009	72.00
WONICK, JUDY	PROJECT C1000	03/07/2012	CUST SVC CLASS	204.44.6100.452.50065	13.91

Fund: 204 - RECREATION FUND

3,871.44

ACE PAINT & HARDWARE	5104475-5	03/07/2012	SPACKLE FOR FITNESS	205.44.6200.453.60065	25.08
ACE PAINT & HARDWARE	510502/5	03/07/2012	2/20/12	205.44.6200.453.60016	24.03
ACE PAINT & HARDWARE	510569/5	03/07/2012	501126	205.44.6200.453.60065	6.38
ACE PAINT & HARDWARE	510596/5	03/07/2012	501126	205.44.6200.453.60016	17.09
ACE PAINT & HARDWARE	510596/5	03/07/2012	501126	205.44.6200.453.60016	17.09
ACE PAINT & HARDWARE	510599/5	03/07/2012	501126	205.44.6200.453.60016	25.62
ACE PAINT & HARDWARE	510600/5	03/07/2012	501126	205.44.6200.453.60016	13.86
ACE PAINT & HARDWARE	510605/5	03/07/2012	501126	205.44.6200.453.60011	6.65
ACE PAINT & HARDWARE	510605/5	03/07/2012	501126	205.44.6200.453.60011	6.66
ALLINA HOSPITALS AND CLINICS	1110015370	03/07/2012	18232	205.44.6200.453.60018	32.29
COMCAST	2/12/12	03/07/2012	8772105910127188	205.44.6200.453.50070	263.49
CRAWFORD DOOR SALES COMPANY	5497	03/07/2012	COMMUNITY CTR #4840	205.44.6200.453.60016	74.81
ECSI SYSTEM INTEGRATORS	9452	03/07/2012	165950	205.44.6200.453.50055	174.00
ECSI SYSTEM INTEGRATORS	9452	03/07/2012	165950	205.44.6200.453.50055	174.00
FERRELLGAS	5000710424	03/07/2012	7757735	205.44.6200.453.60021	626.62
FIRST IMPRESSION GROUP, THE	030212P	03/07/2012	3/2/12	205.44.6200.453.50035	1,087.50
FIRST IMPRESSION GROUP, THE	030212P	03/07/2012	3/2/12	205.44.6200.453.50035	1,087.50
FRANKOT MIKE	2/14/12	03/07/2012	REFUND CLASS	205.44.0000.3493501	44.00
GARTNER REFRIGERATION & MFG, INC	38941	03/07/2012	CUST #VETE01	205.44.6200.453.40040	1,076.30
GRAINGER	9759063747	03/07/2012	806480150	205.44.6200.453.40040	323.18
GRAINGER	9761227520	03/07/2012	806480150	205.44.6200.453.60016	56.52
GRAINGER	9761227520	03/07/2012	806480150	205.44.6200.453.60016	56.53
GRAINGER	9764343977	03/07/2012	ACCT #806480150	205.44.6200.453.60016	28.47
GRAINGER	9764343993	03/07/2012	ACCT #806460150	205.44.6200.453.60016	13.09

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
GRAINGER	9764343993	03/07/2012	ACCT #806460150	205.44.6200.453.60016	13.09
GRAINGER	9766532643	03/07/2012	DEPT GROVE/VINCE	205.44.6200.453.60016	21.76
GRAINGER	9766532643	03/07/2012	DEPT GROVE/VINCE	205.44.6200.453.60016	21.76
GRAINGER	9766532650	03/07/2012	PO #043341609	205.44.6200.453.60065	51.96
GRAINGER	9767864151	03/07/2012	P O #256016	205.44.6200.453.60016	111.05
HILLYARD INC	600138314	03/07/2012	SALES ORDER #85099819	205.44.6200.453.60011	901.02
HILLYARD INC	600138314	03/07/2012	SALES ORDER #85099819	205.44.6200.453.60011	901.03
HILLYARD INC	600141988	03/07/2012	P O #ISA-02-29-2012	205.44.6200.453.60011	100.46
HILLYARD INC	600141988	03/07/2012	P O #ISA-02-29-2012	205.44.6200.453.60011	100.47
MN DEPT OF HEALTH	2012 RV RENEWAL	03/07/2012	FBL-13264-10565	205.44.6200.453.50070	398.00
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	205.44.6200.453.20620	26.37
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	205.44.6200.453.20620	12.58
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	205.44.6200.453.20620	26.36
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	205.44.6200.453.20620	26.62
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	205.44.6200.453.20620	12.58
MORGAN JULIE	2/22/12	03/07/2012	REFUND CLASS	205.44.0000.3493501	44.00
NEXTEL COMMUNICATIONS	573073317-123	03/07/2012	573073317	205.44.6200.453.50020	75.79
NEXTEL COMMUNICATIONS	573073317-123	03/07/2012	573073317	205.44.6200.453.50020	75.80
NEXTEL COMMUNICATIONS	573073317-123	03/07/2012	573073317	205.44.6200.453.50020	151.90
NEXTEL COMMUNICATIONS	573073317-123	03/07/2012	573073317	205.44.6200.453.50020	22.54
OFFICE DEPOT	2/15/12	03/07/2012	2/15/12	205.44.6200.453.60065	7.16
R & R SPECIALTIES OF WI, INC.	00496662-IN	03/07/2012	IGHVET	205.44.6200.453.40042	52.00
RECREATION SUPPLY COMPANY	236075	03/07/2012	CUST #MO9501	205.44.6200.453.40040	4,051.00
SCHINDLER ELEVATOR CORPORATION	8103139067	03/07/2012	BILLING ID 1077364	205.44.6200.453.40040	259.08
TARGET BANK	2/18/12	03/07/2012	ACCT ID 00028954117	205.44.6200.453.60065	19.00
TARGET BANK	2/18/12-2 ACCT #54117	03/07/2012	ACCT 300028954117	205.44.6200.453.60065	(9.52)
VANCO SERVICES LLC	00004961279	03/07/2012	CLIENT ID ES12073	205.44.6200.453.70600	118.50
WONICK, JUDY	PROJECT C1000	03/07/2012	CUST SVC CLASS	205.44.6200.453.50065	13.91
Fund: 205 - COMMUNITY CENTER					12,867.03
ADVANCED GRAPHIX, INC.	185087	02/29/2012	2/9/12	431.73.5900.731.40041	7,537.50
Fund: 431 - 2011 IMPROVEMENT FUND					7,537.50
LETHERT, DAVID	MIDWEST FENCE REIMBURSEMENT	02/27/2012	MIDWEST FENCE REIMBURSEMENT	432.73.5900.732.30700	350.00
Fund: 432 - 2012 IMPROVEMENTS					350.00
PIPE SERVICES CORPORATION	2007457	03/07/2012	BRIAN HILGARDNER	440.74.5900.740.30700	18,601.28
Fund: 440 - PAVEMENT MANAGEMENT PROJ					18,601.28
ACE PAINT & HARDWARE	510308/5	03/07/2012	2/1/12	501.50.7100.512.60016	3.73
ACE PAINT & HARDWARE	510471/5	03/07/2012	2/27/12	501.50.7100.512.60016	10.12
ACE PAINT & HARDWARE	510527/5	03/07/2012	2/22/2012	501.50.7100.512.60016	6.94
ACE PAINT & HARDWARE	510538/5	03/07/2012	501126	501.50.7100.512.60016	5.23
AUTOMATIC SYSTEMS CO.	24388 S	02/29/2012	CUSTOMER INVE01	501.50.7100.512.40042	3,310.08
CITY OF BLOOMINGTON	FROM 2/1-2/27-12	03/07/2012	3/5/12	501.50.7100.512.30700	400.00
GOODIN COMPANY	02917459-00	02/29/2012	CUSTOMER 1001619	501.50.7100.512.60016	181.70
GOODIN COMPANY	02917952-00	03/07/2012	2/14/12	501.50.7100.512.60016	108.85
GOPHER STATE ONE-CALL	33203	03/07/2012	ACCT #MN00435	501.50.7100.512.30700	111.65
HAWKINS, INC.	3308949 RI	02/29/2012	ORDER 1553125 SO	501.50.7100.512.60019	570.31
HD SUPPLY WATERWORKS LTD	4454533	03/07/2012	ACCT #099872	501.50.7100.512.40043	260.26
HOME DEPOT CREDIT SERVICES	2/13/12 6035322502691268	02/13/2012	6035322502691268	501.50.7100.512.60016	173.76
LEAGUE OF MN CITIES	157738	03/07/2012	2/22/12	501.50.7100.512.50080	40.00
MN DEPT OF HEALTH	1/1/12-3/31/12	02/29/2012	CONNECTION FEE 1190014 1/1/12-3/	501.207.2070100	11,719.00
MN DEPT OF HEALTH	APRIL 2012	03/07/2012	WATER OPERATOR SCHOOLS	501.50.7100.512.50080	700.00
MN GLOVE & SAFETY, INC.	261319	03/07/2012	3/1/12	501.50.7100.512.60045	36.99
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	501.50.7100.512.20620	57.42
SEELYE PLASTICS INC	SI+0078030	03/07/2012	CUST P O # JIMS	501.50.7100.512.60016	154.33
SPRINT	842483314-123	02/29/2012	ACCOUNT 842483314	501.50.7100.512.50020	298.75
VIKING INDUSTRIAL CENTER	291692	03/07/2012	S.O. #81565	501.50.7100.512.60065	242.93
WATER CONSERVATION SERVICES INC	3022	03/07/2012	2/23/12	501.50.7100.512.30700	325.50
Fund: 501 - WATER UTILITY FUND					18,717.55
AUTOMATIC SYSTEMS CO.	24478 S	03/07/2012	ORDER #40976S CUST #INVE01	502.51.7200.514.40042	1,703.60
GRAINGER	9766212378	03/07/2012	806460150	502.51.7200.514.60016	38.88
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	502.51.7200.514.20620	36.98
MPCA	2012 RENEWAL	03/07/2012	2012 RENEWAL	502.51.7200.514.50070	23.00
TOTAL CONSTRUCTION & EQUIP.	53467	03/07/2012	CUST #CIT001	502.51.7200.514.40042	1,001.41
TRACTOR SUPPLY CREDIT PLAN	TICKET #64735	03/05/2012	3/5/12	502.51.7200.514.60045	84.96
Fund: 502 - SEWER UTILITY FUND					2,888.83
ACE PAINT & HARDWARE	5105549/5	03/07/2012	2/24/12	503.52.8600.527.60020	15.98
ARAMARK	14708580	03/07/2012	M1119142	503.52.8600.527.60045	164.75
ARAMARK	14722146	03/07/2012	M1119142	503.52.8600.527.60045	52.78
INTEGRA TELECOM	800422	03/07/2012	2/15/12	503.52.8500.526.50020	36.63
MARY PETTO	002	03/07/2012	2/25/12	503.52.8500.526.50025	2,148.00
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	503.52.8500.526.20620	17.02
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	503.52.8600.527.20620	44.97

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	503.52.8000.521.20620	11.29
NIKE USA, INC.	938993180	03/07/2012	79282	503.52.8200.523.76200	3,735.57
NIKE USA, INC.	939234789	03/07/2012	79282	503.52.8200.523.76200	531.88
NIKE USA, INC.	939240130	03/07/2012	79282	503.52.8200.523.76300	1,811.70
NIKE USA, INC.	939280612	03/07/2012	79282	503.52.8200.523.76200	256.21
SPORTCOVER INTERNATIONAL INC	586760	03/07/2012	3/1/12	503.52.8200.523.76400	640.31

Fund: 503 - INVER WOOD GOLF COURSE

9,467.09

MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	602.00.2100.415.20620	2.17
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Fund: 602 - RISK MANAGEMENT

2.17

ACE PAINT & HARDWARE	510418/5	02/29/2012	2/13/12	603.00.5300.444.40041	19.21
ACE PAINT & HARDWARE	510448/5	02/29/2012	2/15/12	603.00.5300.444.40041	8.34
ACE PAINT & HARDWARE	510474/5	02/29/2012	2/16/12	603.00.5300.444.40040	10.63
ACE PAINT & HARDWARE	510545/5	03/07/2012	#5300 RO#54596	603.00.5300.444.40040	35.20
ADVANCED GRAPHIX, INC.	185126	02/29/2012	2/13/12	603.00.5300.444.40041	1,395.30
AMERICAN FLAGPOLE & FLAG CO	98543	02/29/2012	2/15/12	603.00.5300.444.40040	213.64
ARAMARK UNIFORM SERVICES	629-7433108	02/29/2012	2/15/12	603.00.5300.444.40065	48.48
ARAMARK UNIFORM SERVICES	629-7433108	02/29/2012	2/15/12	603.00.5300.444.60045	21.03
ARAMARK UNIFORM SERVICES	629-7438012	02/29/2012	2/22/12	603.00.5300.444.60045	21.03
ARAMARK UNIFORM SERVICES	629-7438012	02/29/2012	2/22/12	603.00.5300.444.40065	48.48
ARAMARK UNIFORM SERVICES	629-7442925	03/07/2012	15353001	603.00.5300.444.60045	31.86
ARAMARK UNIFORM SERVICES	629-7442925	03/07/2012	15353001	603.00.5300.444.40065	64.30
CARQUEST AUTO PARTS STORES	1596-170222	02/29/2012	2/7/12	603.00.5300.444.40040	(117.24)
CARQUEST AUTO PARTS STORES	1596-170567	02/29/2012	2/13/12	603.00.5300.444.40041	30.50
CARQUEST AUTO PARTS STORES	1596-170604	02/29/2012	2/14/12	603.00.5300.444.60012	1.26
CARQUEST AUTO PARTS STORES	1596-170654	02/29/2012	2/15/12	603.00.5300.444.60012	21.11
CARQUEST AUTO PARTS STORES	1596-170667	02/29/2012	2/15/12	603.00.5300.444.40041	15.17
CARQUEST AUTO PARTS STORES	1596-170762	02/29/2012	2/16/12	603.00.5300.444.60012	22.02
CARQUEST AUTO PARTS STORES	1596-171052	02/29/2012	2/22/12	603.00.5300.444.40041	5.60
CARQUEST AUTO PARTS STORES	1596-171082	02/29/2012	2/22/12	603.00.5300.444.40041	(5.60)
CARQUEST AUTO PARTS STORES	1596-171127	02/29/2012	2/23/12	603.140.1450050	68.43
CARQUEST AUTO PARTS STORES	1596-171281	03/07/2012	614420	603.00.5300.444.60012	21.08
CARQUEST AUTO PARTS STORES	1596-171389	03/07/2012	614420	603.140.1450050	249.66
COMO LUBE & SUPPLIES	SALES ORDER 25173	03/07/2012	100395	603.00.5300.444.40025	263.94
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AWO022312-2	03/07/2012	2/23/12	603.00.5300.444.40041	1,053.36
FACTORY MOTOR PARTS COMPANY	1-3833710	03/07/2012	10799	603.140.1450050	79.96
FACTORY MOTOR PARTS COMPANY	1-3833710	03/07/2012	10799	603.00.5300.444.40041	12.83
FACTORY MOTOR PARTS COMPANY	1-3834455	03/07/2012	10799	603.00.5300.444.40041	(83.36)
INVER GROVE FORD	5081639	03/07/2012	RICK O8 CV	603.00.5300.444.40041	337.63
KREMER SERVICES LLC	0000016329	03/07/2012	#2860 RO#54567	603.00.5300.444.40041	100.24
LANO EQUIPMENT, INC.	240125	03/07/2012	#332 RO#54589	603.00.5300.444.40041	370.75
MACQUEEN EQUIPMENT INC	2121363	03/07/2012	#403 RO#54574	603.00.5300.444.40041	26.10
MASTER TRANSMISSION	WORK ORDER 215886	03/07/2012	#2860 RO#54561	603.00.5300.444.40041	948.53
METRO JANITORIAL SUPPLY INC	11011290	03/07/2012	2/14/12	603.00.5300.444.60011	129.03
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	603.00.5300.444.20620	21.10
NEXTEL COMMUNICATIONS	249383315-123	03/07/2012	2/18/12	603.00.5300.444.50020	88.21
POMP'S TIRE SERVICE, INC.	033442 B	02/15/2012	CREDIT ACCOUNT 4502557	603.00.5300.444.40041	(73.82)
POMP'S TIRE SERVICE, INC.	665861 B	02/15/2012	ACCOUNT 4502557	603.00.5300.444.40041	(60.62)
POMP'S TIRE SERVICE, INC.	132052	03/07/2012	#2860 RO#54561	603.00.5300.444.40041	284.84
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	FIRE	603.00.5300.444.60010	230.43
TOTAL TOOL	01846093	03/07/2012	ORDER #01385442	603.00.5300.444.60040	302.94
TRACTOR SUPPLY CREDIT PLAN	TICKET #64025	03/07/2012	TICKET #64025	603.00.5300.444.60040	62.97
TRACTOR SUPPLY CREDIT PLAN	TICKET #64392	03/07/2012	#327 RO54597	603.00.5300.444.40041	21.40
TRUCK UTILITIES, INC.	0236454	03/07/2012	000154	603.00.5300.444.40041	1,330.88
UNDERDAHL, BARRY	2/14/12	02/29/2012	REIMBURSE-REGISTRATION RENEWAL	603.00.5300.444.50070	48.00

Fund: 603 - CENTRAL EQUIPMENT

7,724.83

OFFICE DEPOT	2/15/12	03/07/2012	2/15/12	604.00.2200.416.60010	4.33
OFFICE DEPOT	2/15/12	03/07/2012	2/15/12	604.00.2200.416.60005	24.74
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	EQUIPMENT	604.00.2200.416.60010	251.69
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	REC	604.00.2200.416.60005	139.88
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	REC	604.00.2200.416.60010	64.88
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	FINANCE	604.00.2200.416.60010	961.88
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	AQUATIC	604.00.2200.416.60005	149.50
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	CENTRAL STORES	604.00.2200.416.60010	185.79
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	PUBLIC SAFETY	604.00.2200.416.60010	524.49
S & T OFFICE PRODUCTS	2/29/12	03/07/2012	PUBLIC WORKS	604.00.2200.416.60010	231.86

Fund: 604 - CENTRAL STORES

2,539.04

HENRICKSEN PSG	489424	03/07/2012	2/24/12	605.00.7500.460.60040	6,347.59
HUEBSCH SERVICES	2843399	03/07/2012	100075	605.00.7500.460.40065	75.03
INTEGRA TELECOM	9340179	03/07/2012	645866	605.00.7500.460.50020	532.03
INTEGRA TELECOM	9343334	03/07/2012	880411	605.00.7500.460.50020	219.72
INTEGRA TELECOM	9344063	03/07/2012	880428	605.00.7500.460.50020	95.55
INTEGRA TELECOM	9346148	03/07/2012	880414	605.00.7500.460.50020	76.07

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
INTEGRA TELECOM	9346259	03/07/2012	880426	605.00.7500.460.50020	101.60
INTEGRA TELECOM	9347264	03/07/2012	645862	605.00.7500.460.50020	836.48
INTEGRA TELECOM	9348966	03/07/2012	880409	605.00.7500.460.50020	109.87
INTEREUM INC	367167	03/07/2012	028645	605.00.7500.460.60040	881.02
LONE OAK COMPANIES	2/28/12 POSTAGE	02/28/2012	POSTAGE UTILITY BILLS 2/28/12	605.00.7500.460.50035	1,329.66
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	605.00.7500.460.20620	8.51
Fund: 605 - CITY FACILITIES					10,613.13
AT & T MOBILITY	287237771092X02122012	03/07/2012	287237771092	606.00.1400.413.50020	26.46
CIVICPLUS	96924	03/07/2012	2/28/12	606.00.1400.413.30700	1,849.50
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	606.00.1400.413.20620	11.29
WORKS COMPUTING, INC.	17993	02/29/2012	INVER	606.00.1400.413.30700	945.00
Fund: 606 - TECHNOLOGY FUND					2,832.25
ARAMARK REFRESHMENT SERVICES	75162	03/07/2012	76162	702.229.2286500	407.76
DAKOTA CTY SHERIFF'S DEPT.	201250145	02/29/2012	HEATHER JO COCHRAN	702.229.2291000	20.00
DAKOTA CTY SHERIFF'S DEPT.	201250628	02/29/2012	ANDREW YOUNG	702.229.2291000	90.00
SURELOCK STORAGE	2/28/12 ESCROW FUND	02/29/2012	ESCROW FUND	702.229.2287100	489.68
WASHINGTON COUNTY COURT ADMIN	11021493	03/07/2012	CASEY WILLIAM WIGGS	702.229.2291000	200.00
Fund: 702 - ESCROW FUND					1,207.44
JR'S APPLIANCE DISPOSAL	77742 B	03/07/2012	REISSUE OF INV 77742	703.43.5500.446.40025	360.00
LIBERTY TIRE SERVICES (MN)	72981	03/07/2012	298	703.43.5500.446.40025	86.20
MN LIFE INSURANCE CO	MARCH 2012	02/29/2012	POLICY #0027324	703.43.5500.446.20620	2.36
Fund: 703 - LANDFILL ABATEMENT					448.56
Grand Total					616,190.58

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 10 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation - Low Voltage Contractors

Meeting Date: March 12, 2012
 Item Type: Consent
 Contact: Jenelle Teppen, Asst City Admin *SB*
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 10 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – Low Voltage Contractors.

SUMMARY This contract was awarded in an amount of \$237,000.00 to Low Voltage Contractors on January 11, 2010 for the project identified above, with subsequent change orders amending the contract total to \$245,639.00.

The contractor has completed the work through December 2, 2011 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 10 in the amount of \$6,307.05 to Low Voltage Contractors for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 10

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 10 (ten)
DATE: January 23, 2012
PERIOD ENDING: December 2, 2011
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Low Voltage Contractors
4200 West 76th Street
Minneapolis, MN 55435

Original Contract Amount	\$237,000.00
Total Addition	\$8,639.00
Total Deduction	\$0.00
Total Contract Amount	\$245,639.00
Total Value of Work to Date	\$245,639.00
Less Retained (5%)	\$12,281.95
Less Previous Payment	\$227,050.00
Total Approved for Payment this Voucher	\$6,307.05 <i>SB</i>
Total Payments including this Voucher	\$233,357.05

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through December 2, 2011.

Signed by: _____

March 12, 2012

Signed by: _____
Low Voltage Contractors

Date

Signed by: _____
George Tourville, Mayor

March 12, 2012

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): **City of Inver Grove Heights**
 8150 Barbara Ave, Inver Grove Heights MN 55077

FROM (CONTRACTOR): **Low Voltage Contractors**
 4200 West 76th Street
 Minneapolis, MN 55435

CONTRACT FOR:

Project: **Public Safety & City Hall** AIA DOCUMENT G702 (Instructions on reverse side) PAGE 1 OF 2 PAGES

Via Architect: OWNER ARCHITECT CONTRACTOR

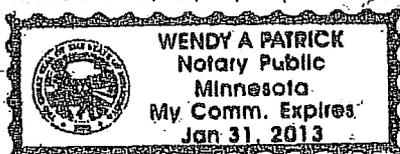
APPLICATION NO: **10** PERIOD TO: **12/2/2011**
 PROJECT NOS: **1643.01** CONTRACT DATE: **2/8/2010**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ **237,000.00**
2. Net change by Change Orders \$ **8,639.00**
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ **245,639.00**
4. TOTAL COMPLETED & STORED TO DATE \$ **245,639.00**
 (Column G on G703)
5. RETAINAGE
 - a. 5% % of Completed Work \$ **12,281.95**
 (Columns D + E on G703)
 - b. 5% % of Stored Material \$ _____
 (Column F on G703)
 Total Retainage (line 5a + 5b or Total in Column I on G703) \$ **12,281.95**
6. TOTAL EARNED LESS RETAINAGE \$ **233,357.05**
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ **227,050.00**
8. CURRENT PAYMENT DUE \$ **6,307.05**
9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ **12,281.95**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		



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

CONTRACTOR: _____ Date: **December 2, 2011**

By: **Brian Gould** Date: _____
 State of: **Minnesota** County of: _____
 subscribed and sworn to before me this _____ day of _____, 2011
 Notary Public: **Wendy A. Patrick**
 My Commission expires: **Jan 31, 2013**

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED **\$ 6307.05**
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: **Wendy A. Patrick** Date: **3/2/2012**
 ARCHITECT

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

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
 In Tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 10
 APPLICATION DATE: 12/02/11
 PERIOD TO: 12/02/11
 ARCHITECT'S PROJECT NO: 1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)		
1	Material	175,049.00	\$173,703	1,346.00		175,049.00	100%		8,752.45
2	Wire	17,103.00	\$17,103			17,103.00	100%		855.15
3	Freight	5,388.00	\$5,388			5,388.00	100%		269.40
4	Labor	39,460.00	\$38,000	1,460.00		39,460.00	100%		1,973.00
5	CO: Vandal Resistant Covers	1,520.00	\$1,520			1,520.00	100%		76.00
6	CO: CR Add Door #1114	1,497.00	\$1,497			1,497.00	100%		74.85
7	CO: Electric Strike Adds	1,100.00	\$1,100			1,100.00	100%		55.00
8	CO: Access Cards	689.00	\$689			689.00	100%		34.45
9	CO: Door Release 014-T	1,154.00		1,154.00		1,154.00	100%		57.70
10	CO: Locks 1194 and 1199A	2,679.00		2,679.00		2,679.00	100%		133.95
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
		245,639.00	\$239,000.00	6,639.00		245,639.00			12,281.95

AIA DOCUMENT G703 * CONTINUATION SHEET FOR G702 * 1992 EDITION * AIA * ©1992 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON DC, 20006-5292 * WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. TWO FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION – LOW VOLTAGE CONTRACTORS

Meeting Date: March 12, 2012
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by: *JB*
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the attached Change Order No. 2 for City Project 2008-18 Public Safety Addition/City Hall Renovation from Low Voltage Contractors.

SUMMARY As the Council will recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

Tech PR 014T Add electronic door releases to Doors 2108A and 2205B. Owner requested change to door security. \$1,154.00

Tech PR 017T Add door security hardware to Door 1194 and Door 1199A. Owner requested change to door security. \$2,679.00

The Contract amount is reflected to increase \$3,833.00 for this item reflecting a new contract balance of \$245,639.00.

The funds for this contract do not come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

CHANGE ORDER

OWNER _____
 ARCHITECT _____
 CONTRACTOR _____
 FIELD _____
 OTHER _____

AIA DOCUMENT G701

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT: Inver Grove Heights Public Safety & City Hall Remodel

CHANGE ORDER NO.: Tech- LVC- TWO (02)

DATE: March 7, 2012

TO CONTRACTOR: Low Voltage Contractors, Inc.
4200 West 76th Street
Minneapolis, MN 55435

ARCHITECT'S PROJECT #: 1643.01

CONTRACT DATE: February 8, 2010

CONTRACT FOR: Premise Security Systems

The contract is changed as follows:

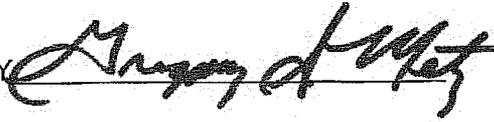
- 1. Tech PR 014 T: Add electronic Door releases to Doors 2108A and 2205B \$1,154.00
- 2. Tech PR 017 T: Add door security hardware to Door 1194 and Door 1199A \$2,679.00

The original (Contract Sum)(Guaranteed Maximum Price) was	\$237,000.00
Net change by previously authorized Change Orders	\$4,806.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$241,806.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this change order in the amount of	\$3,833.00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$245,639.00
The Contract time will be (increased)(decreased)(unchanged).	

The date of Substantial Completion therefore is (increased)(decreased)(unchanged).

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc.	Low Voltage Contractors, Inc.	City of Inver Grove Heights
Address	Address	Address
222 N. 2nd Street	4200 West 76 th Street	8150 Barbara Avenue
Minneapolis, MN 55401	Minneapolis, MN 55435	Inver Grove Heights, MN 55077

BY  BY _____ BY _____

Gregory Metz, Sr. Construction Admin. _____
 DATE March 7, 2012 DATE DATE

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation
Dascom Systems Group LLC

Meeting Date: March 12, 2012
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin *SB*
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 1 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – Dascom Systems Group LLC.

SUMMARY This contract was awarded in an amount of \$110,810.00 to Dascom Systems Group on June 13, 2011 for the project identified above (Council Chambers AV System).

The contractor has completed the work through November 21, 2011 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 1 in the amount of \$115,526.94 to Dascom Systems Group for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 1

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

ESTIMATE NO: 1 (one)
 DATE: March 12, 2012
 PERIOD ENDING: November 21, 2011
 CONTRACT: Public Safety Addition City Hall Renovation
 PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Dascom Systems Group LLC
 2415 Ventura Drive
 Woodbury, MN 55125

Original Contract Amount	\$110,810.00
Total Addition	\$4,716.94
Total Deduction	\$0.00
Total Contract Amount	\$115,526.94
Total Value of Work to Date	\$115,526.94
Less Retained (5%)	\$0.00
Less Previous Payment	\$0
Total Approved for Payment this Voucher	\$115,526.94 <i>SB</i>
Total Payments including this Voucher	\$115,526.94

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through November 21, 2011.

Signed by: _____ March 12, 2012
 Jenelle Teppen, Assistant City Administrator

Signed by: _____
 Dascom Systems Group Date

Signed by: _____ March 12, 2012
 George Tourville, Mayor

Application and Certificate for Payment

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

FROM CONTRACTOR:
 Dascom Systems Group, LLC
 2415 Ventura Drive
 Woodbury, MN 55125

PROJECT:
 #1643.01 Council Room AV System
 Public Safety Addition & City Hall Remodel

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

CONTRACTORS APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 110,810.00
 2. NET CHANGE BY CHANGE ORDERS \$ 4,716.94
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 115,526.94
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 115,526.94
 5. RETAINAGE:
 - a. 0 % of Completed Work
 (Columns D + E on G703) \$ 0.00
 - b. _____ % of Stored Material
 (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 115,526.94
 (Line 4 minus Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE \$ 115,526.94
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
 (Line 3 minus Line 6)

APPLICATION NO: 1
PERIOD TO: 11/21/2011
CONTRACT FOR: Addition & Remodel
CONTRACT DATE: 6/13/2011
PROJECT NOS: / /
Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

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

CONTRACTOR: _____
 By: _____
 State of: Minnesota
 County of: Washington
 Subscribed and sworn to before me this 24th day of February, 2012

Notary Public: Christina J Westlund
 My commission expires: January 31, 2016



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 115,526.94

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 4,836.94	\$ (120.00)
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 4,836.94	\$ (120.00)
NET CHANGES by Change Order	\$ 4,716.94	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Continuation Sheet

AIA Document G702[™]-1992, Application and Certificate for Payment or G732[™]-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for time items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 11/21/2011
 PERIOD TO: 11/21/2011
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Net In D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			E THIS PERIOD	FROM PREVIOUS APPLICATION <i>(D + E)</i>				
1.01	27B AV/Multimedia Systems	110,810.00	110,810.00	-		110,810.00	100%	
1.02	Change Order No. 1	864.00	864.00	-		864.00	100%	
1.03	Change Order No. 2	575.00	575.00	-		575.00	100%	
1.04	Change Order No. 3	508.85	508.85	-		508.85	100%	
1.05	Change Order No. 4	(120.00)	(120.00)	-		(120.00)	100%	
1.06	Change Order No. 5	323.52	323.52	-		323.52	100%	
1.07	Change Order No. 6	700.75	700.75	-		700.75	100%	
1.08	Change Order No. 7	1,864.82	1,864.82	-		1,864.82	100%	
GRAND TOTAL		115,526.94	115,526.94	0.00	0.00	115,526.94	100%	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. TWO FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION – DASCOM

Meeting Date: March 12, 2012
Item Type: Consent
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the attached Change Order No. 2 for City Project 2008-18 Public Safety Addition/City Hall Renovation from Dascom.

SUMMARY As the Council will recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

- | | |
|--------------------------------|------------|
| 1. Correction to add sales tax | \$61.55 |
| 2. Broadcast Scaler | \$1,146.29 |
| 3. Equipment Blocking | \$700.00 |

The Contract amount is reflected to increase \$1,907.84 for these items reflecting a new contract balance of \$117,434.78.

The funds for this contract do not come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 for the Council Chambers AV System, City Project 2008-18 Public Safety Addition/City Hall Renovation

Meeting Date: March 12, 2012
Item Type: Consent
Contact: JTeppen, Asst City Admin
Prepared by: *SB*
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 Consider Pay Voucher No. 2 for the Council Chambers AV System.

SUMMARY The contractor has completed the work through December 30, 2011, in accordance with the contract plan and specifications.

I recommend approval of Pay Voucher No. 2 in the amount of \$1,207.84 for the Council Chambers AV System for the Public Safety Addition/City Hall Renovation.

Attachments

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 2 (two)
DATE: March 12, 2012
PERIOD ENDING: December 30, 2011
CONTRACT: Council Chambers AV System
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Dascom Systems Group, LLC
2415 Ventura Drive
Woodbury, MN 55125

Original Contract Amount \$110,810.00
Total Addition \$5,924.78
Total Deduction \$0.00
Total Contract Amount \$116,734.78
Total Value of Work to Date \$116,734.78
Less Retained (5%) \$0.00
Less Previous Payment \$115,526.94
Total Approved for Payment this Voucher \$1,207.84 ~~SB~~
Total Payments including this Voucher \$116,734.78

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through December 30, 2011.

Signed by: _____ March 12, 2012
Jenelle Teppen, Assistant City Administrator

Signed by: _____
Dascom Systems Group, LLC. _____ Date

Signed by: _____ March 12, 2012
George Tourville, Mayor

Application and Certificate for Payment

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

FROM CONTRACTOR:
 Dascom Systems Group, LLC
 2415 Ventura Drive
 Woodbury, MN 55125

PROJECT:
 #1643.01 Council Room AV System
 Public Safety Addition & City Hall Remodel

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

APPLICATION NO: 2
PERIOD TO: 12/30/2011
CONTRACT FOR: Addition & Remodel
CONTRACT DATE: 6/13/2011
PROJECT NOS: / /

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	110,810.00
2. NET CHANGE BY CHANGE ORDERS	\$	5,924.78
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	116,734.78
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	116,734.78
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	116,734.78
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	115,526.94
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	1,207.84
(Line 3 minus Line 6)	\$	0.00

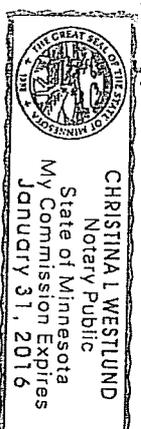
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 6,044.78	\$ (120.00)
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 6,044.78	\$ (120.00)
NET CHANGES by Change Order	\$ 5,924.78	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

By: [Signature] Date: 2/24/12
 State of: Minnesota
 County of: Washington
 Subscribed and sworn to before me this 24th day of February, 2012

Notary Public: Christina J. Westlund
 My commission expires: January 31, 2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 1,207.84

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

By: [Signature] Date: 2/24/12

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

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 in tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
 APPLICATION DATE: 12/30/2011
 PERIOD TO: 12/30/2011
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
1.01	27B AV/Multimedia Systems	110,810.00	110,810.00		-	-	110,810.00	-	-
1.02	Change Order No. 1	925.55	864.00		61.55	-	925.55	-	100%
1.03	Change Order No. 2	575.00	575.00		-	-	575.00	-	100%
1.04	Change Order No. 3	508.85	508.85		-	-	508.85	-	100%
1.05	Change Order No. 4	(120.00)	(120.00)		-	-	(120.00)	-	100%
1.06	Change Order No. 5	323.52	323.52		-	-	323.52	-	100%
1.07	Change Order No. 6	700.75	700.75		-	-	700.75	-	100%
1.08	Change Order No. 7	1,864.82	1,864.82		-	-	1,864.82	-	100%
1.09	Change Order No. 8	1,146.29	-		1,146.29	-	\$1,146.29	-	100%
	GRAND TOTAL	116,734.78	115,526.94		1,207.84	0.00	116,734.78	0.00	100%

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Agreement for 2012 Water Quality Sampling Program with Dakota County Soil and Water Conservation District (SWCD)

Meeting Date: March 12, 2012
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

LSA

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Funding provided by LMRWMO

PURPOSE/ACTION REQUESTED

Approve the Intergovernmental Agreement between the Dakota County SWCD and the City of Inver Grove Heights for the 2012 Water Quality Sampling Program.

The City has participated in the CAMP (Citizen Assisted Lake Monitoring Program) since 1995. The lake monitoring program involves collection of in-lake samples from 192 lakes in the Twin Cities Metropolitan Area. The sampling measures surface water temperature and transparency; surface water samples are analyzed for total phosphorus, total Kjeldahl nitrogen, and chlorophyll-a on a weekly basis from mid-April to mid-October (approximately 7 sampling events). After each monitoring date, samples are submitted to the Metropolitan Council for chemical analysis. Seidl's Lake will be involved in the Citizen-Assisted Lake Monitoring Program (CAMP) in 2012 with the costs being shared with South St. Paul.

The Lower Mississippi River Watershed Management Organization (LMRWMO) has agreed to provide additional funding in 2012 to sample four additional lakes in the City of Inver Grove Heights (see attached letter). The LMRWMO will provide \$8,550 to cover the costs for the sample collections by the SWCD and the testing by the Metropolitan Council for the four additional lakes.

A copy of the SWCD proposal for the 2012 Water Quality Sampling is attached. A map showing the four lakes that the LMRWMO has selected to sample is included. It includes Simley Lake and three lakes in the Marcott chain of lakes. The City has received permission from private landowners to access the lakes for this water quality testing. The SWCD will collect water samples seven times from each of these four lakes.

The subject Intergovernmental Agreement defines the responsibilities of the City and the SWCD. The SWCD will utilize a budget of \$7,430 for collecting the samples. The LMRWMO is providing funding of \$8,550 for the sampling and testing program in Inver Grove Heights in 2012 as indicated in the February 16, 2012 letter. The remaining funds will be utilized for the CAMP testing. A separate Council item will be provided in the near future to consider the 2012 agreement with the Met Council for the CAMP program.

Public Works/Engineering recommends approval of the agreement,

TJK/kf
 Attachment: Map
 LMRWMO letter
 DCSWCD letter
 Agreement

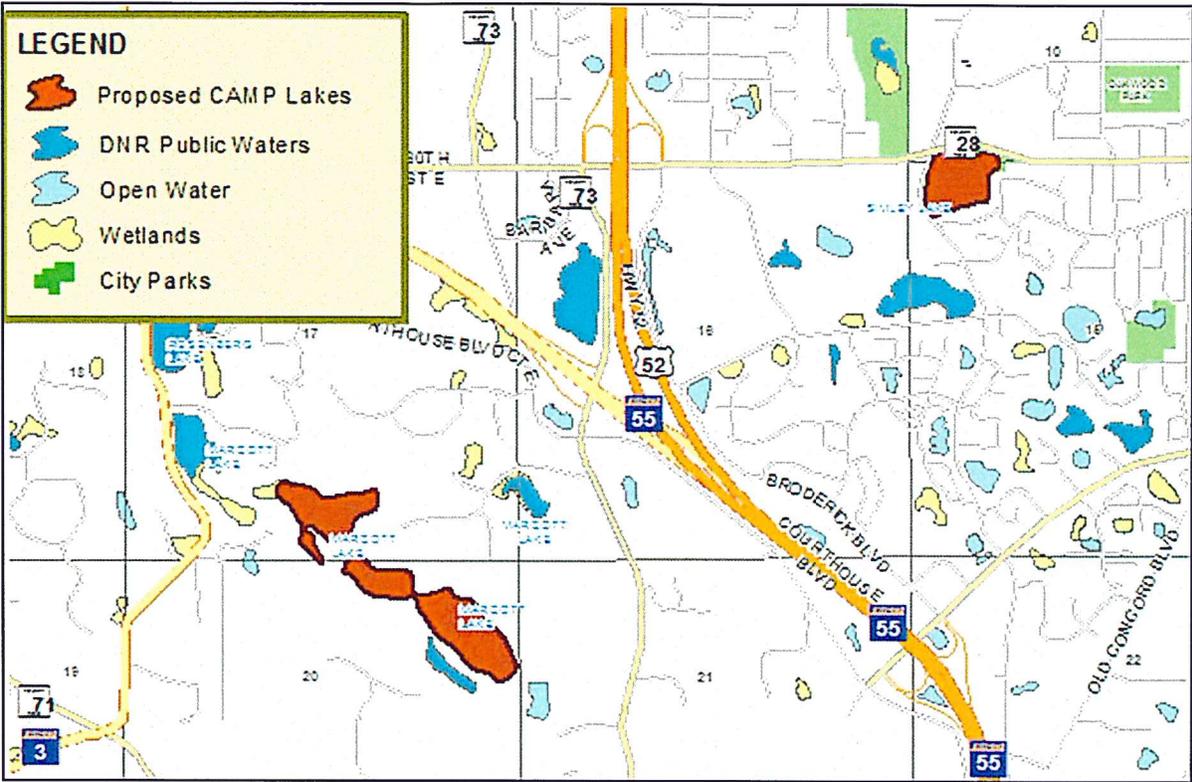
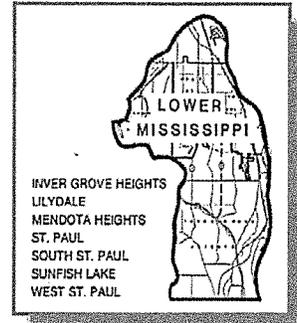


Figure 1. Proposed Inver Grove Heights CAMP Lakes

Lower Mississippi River Watershed Management Organization



February 16, 2012

Mr. Tom Kaldunski
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Dear Tom,

At their meeting on February 16, 2012, the Board of Managers of the Lower Mississippi River Watershed Management Organization amended their 2012 Lake Monitoring Program to include reimbursement to IGH for monitoring 4 lakes and to decrease sample collections from 14/year to 7/year in 4 other lakes in SSP and IGH.

Lake	Status	Location	Reimbursed to city by LMRWMO
Marcott Lake #1	New lake in CAMP; 7 samples	Inver Grove Heights	\$2,100
Marcott Lake #2	New lake in CAMP; 7 samples	Inver Grove Heights	\$2,100
Marcott Lake #3	New lake in CAMP; 7 samples	Inver Grove Heights	\$2,100
Simley Lake	New lake in CAMP; 7 samples	Inver Grove Heights	\$2,100
Hornbean Lake	Continue CAMP as in previous years; 14 samples	Sunfish Lake/Inver Grove Heights	\$550
Horseshoe Lake	Continue CAMP as in previous years; 14 samples	Sunfish Lake/Inver Grove Heights	\$550
Anderson Pond	Continue CAMP as in previous years; 7 samples	South St. Paul	\$280
LeVander Pond	Continue CAMP as in previous years; 7 samples	South St. Paul	\$280
Rogers Lake	Continue CAMP as in previous years; 14 samples	Mendota Heights	\$550
Sunfish Lake	Continue CAMP as in previous years; 14 samples	Sunfish Lake	\$550
Seidl's Lake	Continue CAMP as in previous years; 7 samples	South St. Paul/Inver Grove Heights	\$280
CAMP Test Kit			\$150
TOTAL LMRWMO COSTS			\$11,590

This program assumes that Inver Grove Heights (IGH) will enter into a contract with the Metropolitan Council for monitoring the Marcott Chain (3 lakes) and Simley Lake through the Citizen Assisted Monitoring Program (CAMP). The reimbursement to IGH is based on \$280/lake for CAMP fees plus \$1,820/lake to hire the Dakota County Soil and Water Conservation District staff to collect 7 samples per season, plus \$150 for a CAMP test kit for a total reimbursement not to exceed \$8,550.

Sincerely,

Laura Jester, Watershed Administrator

C/O DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
4100 220TH ST. WEST SUITE 102
FARMINGTON, MN 55024



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Dakota County Extension and Conservation Center
 4100 220th Street West, Suite 102
 Farmington, Minnesota 55024
 Phone: (651) 480-7777 Fax: (651) 480-7775
 www.dakotacountyswcd.org

MEMORANDUM

To: City of Inver Grove Heights
From: Travis Bistodeau and Laura Jester
Date: February 6, 2012
Subject: REVISED Simley/Marcott Chain of Lakes Monitoring Proposal

Described below is a proposal for the Dakota County Soil and Water Conservation District (SWCD) to provide labor to the City of Inver Grove Heights, MN for implementing the Metropolitan Council's Citizen Assisted Monitoring Program (CAMP) on four lakes within the city.

A "not to exceed" amount of \$7,430 is proposed to conduct CAMP monitoring on the four lakes (Table 1). This program will require up to 8 hours to determine program responsibilities and to coordinate between the city and the Met Council. Up to 16 hours are needed to coordinate with landowners for lake access and conduct brief bathymetric surveys to identify the deepest portions of the lakes where sampling will take place. Sample collection will require a total of three staff hours per lake (1.5 hours x 2 staff) based on distance between lakes, lake access, and time to load and unload the canoe. Sampling will occur monthly for a total of seven samples per lake (April – October). A small amount of time has been designated for staff to participate in CAMP training, sponsored by the Metropolitan Council.

Table 1. Simley/Marcott Chain of Lakes Monitoring Proposal – based on seven samples/lake

Task	Estimated Staff Time
Project coordination with Inver Grove Heights and Met. Council	8hr X \$65/hr. = \$520
Bathymetric surveys/site access	8 hr X 2 staff = 16 hrs. 16 hrs. X \$65/hr. = \$1,040
Biweekly sampling (April-October)	3 hr/lake X 4 lakes = 12 hrs. 12 hr X 7 sampling rounds = 84 hr 84 hr X \$65/hr. = \$5,460
CAMP Training	4 hr X \$65/hr = \$260
CAMP Test Kit	\$150
SWCD TOTAL	\$7,430
CAMP Fees (thru contract w/ Met Council)	\$280/lake * 4 lakes = \$1,120
TOTAL PROGRAM COSTS	\$8,550

**JOINT POWERS AGREEMENT BETWEEN
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
THE CITY OF INVER GROVE HEIGHTS
FOR LAKE MONITORING SERVICES**

THE PARTIES TO THIS AGREEMENT are the Dakota County Soil and Water Conservation District, a political subdivision of the State of Minnesota (SWCD) and the City of Inver Grove Heights, a political subdivision of the State of Minnesota (City). This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

NOW THEREFORE, the parties, in joint and mutual exercise of their powers, agree as follows:

1. PURPOSE. The purpose of this Agreement is to define the responsibilities and obligations of the SWCD and the City for lake monitoring services to be provided by the SWCD to the City as more fully described herein.
2. TERM. This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2012, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. SCOPE OF SERVICES. SWCD agrees to provide the City with the services described in the *2012 Lake Monitoring Work Plan and Budget Prepared for the City of Inver Grove Heights* attached and incorporated into this Agreement as Exhibit 1.

In the event of a conflict between the terms of this Agreement and Exhibit 1, the terms of this Agreement shall govern.

4. TOTAL COST. The total amount to be paid by the City for all services provided pursuant to this Agreement shall not exceed \$7,430.00. The City shall pay SWCD for purchased services at the rates set out in Exhibit 1.
5. TIME OF PAYMENT. The City shall make payment to the SWCD within 35 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the City shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the City shall make payment within 35 days.
6. PAYMENT FOR UNAUTHORIZED CLAIMS. The City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim. The City reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
7. PAYMENT UPON EARLY TERMINATION. In the event this Agreement is terminated before the completion of services, the City shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payments exceed the City's total cost under this Agreement.
8. COMPLIANCE WITH LAWS/STANDARDS. SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which SWCD is responsible.
9. INDEPENDENT CONTRACTOR STATUS. Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.
10. SUBCONTRACTING. A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in this Agreement without prior written

consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.

11. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.
12. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.
13. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by its respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To SWCD:

Brian Watson, Director
Dakota County SWCD
4100 220th Street West, Suite 102
Farmington, MN 55024
Telephone: (651) 480-7778

To City:

Scott Thureen or successor
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

14. LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by SWCD and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

SWCD Liaison: Travis Bistodeau
Telephone: (651) 480-7783
Email: travis.bistodeau@co.dakota.mn.us

City Liaison: Tom Kaldunski
Telephone: (651) 450-2572
Email: tkaldunski@ci.inver-grove-heights.mn.us

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

16. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
17. RECORDS DISCLOSURE/RETENTION. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
18. TERMINATION. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.
19. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.
20. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.
21. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
22. FINAL AGREEMENT. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor
Date of Signature _____

Attest _____

(title)
Date of Signature _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By _____
Joseph Meyers, Chair
Date of Signature _____

Approved as to Form:

Kathryn M. Heena 3/6/2012
Assistant Dakota County Attorney/Date

SWCD Board Action #12.047
K-12-85

EXHIBIT 1

2012 Lake Monitoring
 Work Plan and Budget
 Prepared for the City of Inver Grove Heights

TASK	ESTIMATED COST
Project coordination with Inver Grove Heights and Met. Council	8hr X \$65/hr. = \$520
Bathymetric surveys/site access	8 hr X 2 staff = 16 hrs. 16 hrs. X \$65/hr. = \$1,040
Biweekly sampling (April-October)	3 hr/lake X 4 lakes = 12 hrs. 12 hr X 7 sampling rounds = 84 hrs. 84 hr X \$65/hr. = \$5,460
CAMP Training	4 hr X \$65/hr = \$260
CAMP Test Kit	\$150
TOTAL NOT TO EXCEED	\$7,430

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Accepting Amendment No. 2 to Feasibility Report for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.)

Meeting Date: March 12, 2012
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SST

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution accepting Amendment No. 2 to the feasibility report for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.)

SUMMARY

The project was initiated by the City Council as part of the City's Pavement Management Program (PMP). The feasibility report was received and a public hearing set by the City Council at the December 12, 2011, regular meeting. The improvement hearing was opened on January 23, 2012 and continued by the City Council to April 9, 2012. Amendment No. 1 to the feasibility report included street analysis of 67th Court East and Bixby Way.

Amendment No. 2 is a clarification statement explaining an adjustment to the assessable amount for the respective parcels in the Blaine Ridge (twenty-six Bixby Way fronting parcels) and Blaine Ridge 2nd Addition (seven Blaine Avenue fronting parcels) developments in accordance with the assessment policy. The Bixby Way parcels have been reviewed and found to have interest attributable to the common area shared between the Blaine Ridge and Blaine Ridge 2nd Addition developments. The common area is on the north side of 65th Street East at Blaine Avenue, and has both assessable street front footage and drainage area costs to be divided equally between the thirty-three respective parcels. This change results in a higher preliminary assessment for the Blaine Ridge parcels fronting Bixby Way and a lower preliminary assessment for the Blaine Ridge 2nd Addition parcels fronting Blaine Avenue than what was proposed in the original preliminary assessment roll.

I recommend approval of the resolution accepting Amendment No. 2 to the feasibility report for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction Project (65th Street Neighborhood and Cahill Ct.).

TJK/kf

Attachments: Feasibility Report Amendment No. 2
 Resolution

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

**RESOLUTION RECEIVING AMENDMENT NO. 2 TO THE FEASIBILITY REPORT FOR THE 2012
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2012-09D – URBAN STREET
RECONSTRUCTION PROJECT (65TH STREET NEIGHBORHOOD
AND CAHILL COURT)**

RESOLUTION NO. _____

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

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

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

WHEREAS, Amendment No. 1 of the Feasibility report was received on February 27, 2012; and

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

1. Amendment No. 2 of the Feasibility Report is hereby received.

Adopted by the City Council of Inver Grove Heights this 12th of March 2012.

AYES:

NAYS:

George Tourville, Mayor

ATTEST

Melissa Rheume, Deputy Clerk



BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337

Phone (952) 890-0509 • Fax (952) 890-8065

www.bolton-menk.com

March 8, 2012

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

RE: Blaine Ridge Assessments
2012-09D Urban Street Reconstruction-65th Street Neighborhood & Cahill Court
Feasibility Report Amendment No. 2
City of Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Since the public hearing for the above referenced project held on January 23rd the City Council, the Bixby Way parcels have been reviewed and found to have interest attributable to the common area shared between Blaine Ridge and Blaine Ridge 2nd Addition developments. The common area is on the north side of 65th Street East at Blaine Avenue, and has both assessable street front footage and drainage area costs to be divided equally between the parcels.

This Amendment No. 2 is a clarification statement explaining an adjustment to the assessable amount for the respective parcels in the Blaine Ridge and Blaine Ridge 2nd Addition developments in accordance with the assessment policy. If you have any questions or comments, please contact me at (612) 328-4729.

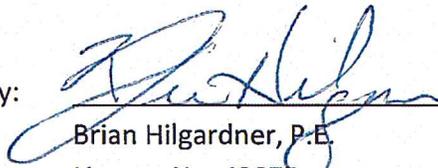
Sincerely,

BOLTON & MENK, INC.

Brian Hilgardner, P.E.
Principal Project Manager

CERTIFICATION

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

By: 
Brian Hilgardner, P.E.
License No. 42875
Bolton & Menk, Inc.

Date: 3/8/12

BLAINE RIDGE ASSESSMENTS

The Blaine Ridge development consists of twenty-six detached townhomes that all front Bixby Way, a public street. This development, located in the south west quadrant of the intersection of 65th Street east and Blaine Avenue, shares the common area located in the Blaine Ridge 2nd Addition (which is located in the northwest quadrant of the intersection of 65th Street East and Blaine Avenue) with the seven townhomes located in the Blaine Ridge 2nd Addition.

The common area's assessable drainage area and front footage along 65th Street will be divided equally between the thirty-three parcels associated with the Blaine Ridge and Blaine Ridge 2nd Addition developments. Each of the thirty-three parcels from the developments will also be assessed for their individual drainage contribution to the project.

The seven parcels in the Blaine Ridge 2nd Addition development were assessed \$713.11 each for the 2007 Blaine Avenue Mill & Overlay project in 2008. The parcels front and share a common access driveway to Blaine Avenue and thereby shared evenly in the assessable front footage along Blaine Avenue. The Blaine Ridge development parcels each individually access Bixby Way; therefore, any future street improvements along Bixby Way would be distributed evenly between the twenty-six Blaine Ridge parcels in accordance with the assessment policy.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Cooperative Construction Agreement No. 00609 between Mn/DOT and the City of Inver Grove Heights for the T.H. 52 West Frontage Road Water Main Improvements, State Project No. 1907-73 (T.H. 52 = 053), City Project No. 2011-12

Meeting Date: March 12, 2012
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a resolution authorizing the City of Inver Grove Heights to enter into Mn/DOT Agreement No. 00609 with the State of Minnesota, Department of Transportation, for the City's payment to the State for the T.H. 52 West Frontage Road Water Main Improvements, State Project No. 1907-73 (T.H. 52 = 053), City Project No. 2011-12.

SUMMARY

On July 11, 2011, the City Council approved the layout for the extension of the T.H. 52 West Frontage Road from 1780 feet south of Concord Boulevard to 314 feet north of the Union Pacific Railroad crossing. Mn/DOT has been preparing the project plans and specifications with City staff input. The project will require that a portion of the existing trunk water main that runs parallel to T.H. 52 in the west right-of-way area be raised to avoid having excessive cover once the grading for the frontage road is completed. This is a City cost that will be funded from our Municipal State Aid account.

Before Mn/DOT can advertise the project for bids, the City Council must pass a resolution authorizing the City to enter into Cooperative Construction Agreement No. 00609 with Mn/DOT for the project. The agreement defines the responsibilities of Mn/DOT and the City for construction costs and on-going maintenance. The document has been reviewed by the City Attorney and Public Works. I recommend approval of the resolution. The project will be bid this spring and built this summer.

SDT/kf

Attachment: Resolution
 Cooperative Construction Agreement No. 00609 with Mn/DOT
 Map

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO MN/DOT
AGREEMENT NO. 00609 WITH THE STATE OF MINNESOTA, DEPARTMENT OF
TRANSPORTATION FOR THE CITY'S PAYMENT TO THE STATE FOR THE T.H. 52 WEST
FRONTAGE ROAD WATER MAIN IMPROVEMENTS, STATE PROJECT NO. 1907-73 (T. H. 52 =
053), CITY PROJECT NO. 2011-12**

RESOLUTION NO. _____

WHEREAS, the City requested that Mn/DOT include the relocation of City trunk water main as part of the State's frontage road project; and

WHEREAS, the plans for this project are being prepared by Mn/DOT, and Mn/DOT will bid the project and administer the contract.

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

1. The City of Inver Grove Heights enter into Mn/DOT Agreement No. 00609 with the State of Minnesota, Department of Transportation to provide for payment by the City to the State of the City's share of the costs of the water main relocation and other associated construction to be performed upon, along and adjacent to Trunk Highway 52 as part of the west frontage road extension from 1780 feet south of Concord Boulevard to 314 feet north of the Union Pacific Railroad crossing within the corporate City limits under State Project No. 1907-73, City Project No. 2011-12.
2. The Mayor and the Public Works Director are authorized to execute the Agreement and any amendments to the Agreement.

Adopted by the City Council of Inver Grove Heights, MN this 12th day of March 2012.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF INVER GROVE HEIGHTS
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>1907-73</u>	Estimated Amount Receivable
Trunk Highway Number (TH):	<u>52=053</u>	<u>\$205,425.90</u>
State Aid Project (SAP):	<u>178-010-010</u>	
City Project Number	<u>2011-12</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Inver Grove Heights acting through its City Council ("City").

Recitals

1. The State will perform access closure, frontage road, drainage and municipal utility construction and other associated construction upon, along and adjacent to Trunk Highway No. 52 from 314 feet north of the Union Pacific Railroad crossing to 1780 feet south of Concord Boulevard according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 1907-73 (T.H. 52=053)("Project"); and
2. The City has requested the State include in its Project water main construction; and
3. The City is required to participate in the costs of the water main construction and associated construction engineering; and
4. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 1907-73 (T.H. 52=053) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and incorporated into this Agreement by reference.

2. Construction by the State

- 2.1. Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. Direction, Supervision and Inspection of Construction.**
- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. The State will consult with the City for recommending what corrective action could be taken. With concurrence from the City, the State will determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. Plan Changes, Additional Construction, Etc.**
- A.** The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will consult with the appropriate City official on any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City participation construction covered under this Agreement.
 - B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. Permits.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).
- 2.6. Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. Roadways.** Maintenance of the west frontage road and 96th Street East. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted City maintenance practices. The State will maintain the guard rail between south bound T.H. 52 and the west frontage road.

- 3.2. **Storm Water Pollution Control Device (SPCD).** Maintenance of the west frontage road SPCD. Primary maintenance includes maintenance and inspection of the SPCD according to the manufacturer's recommendations. Minimum maintenance of the SPCD provides for the removal of accumulated sediment and trapped oil, grease, and other floatables annually. The City will inspect the SPCD at least one other time during the year to monitor sediment depth and the amount of trapped floatables. The City will adjust its maintenance schedule and modify its maintenance activities as necessary to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.
 - 3.3. **Storm Sewers.** Maintenance of the west frontage road storm sewer facilities construction and those storm sewer facilities constructed between the west frontage road and southbound Trunk Highway No. 52. Maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes; repair of erosion problems; structure repair; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The State will be responsible for the maintenance of the storm sewer pipe between the west frontage road SPCD and Pine Bend Infiltration Basin, the Pine Bend Infiltration Basin and the storm sewer pipe discharging water from the Pine Bend Infiltration Basin, without cost or expense to the City.
 - 3.4. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
 - 3.5. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage into the storm sewer facilities, SPCD and Infiltration Basin constructed under the construction contract that was not included in the drainage for which the storm sewer facilities, SPCD and Infiltration Basin were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.
 - 3.6. **Future Responsibilities.** Upon completion of the west frontage road and 96th Street East construction, the City will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the west frontage road and 96th Street East, and all of the facilities constructed as part of those roadways, without cost or expense to the State.
 - 3.7. **Release and Conveyance of Roadways.** Upon completion of the west frontage road and 96th Street East construction, the State will serve upon the City a "Notice of Release" placing those roadway portions under the jurisdiction of the City; and subsequent thereto, after all required documents have been prepared and processed, the State will convey to the City all right, title and interest of the State in those roadway portions. Upon receipt of that "Notice of Release", the City will become the road authority responsible for the roadway portions so released.
4. **Basis of City Cost**
- 4.1. **SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
 - 4.2. **City Participation Construction.** 100 Percent will be the City's rate of cost participation in all of the water main construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary SCHEDULE "I". The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory and traffic control.
 - 4.3. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

- 4.4. *Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

- 4.5. *Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. City Cost and Payment by the City

- 5.1. *City Cost.*** \$205, 425.90 is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices.

- 5.2. *Conditions of Payment.*** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised SCHEDULE "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the City, including a copy of the Revised SCHEDULE "I".

B. The City's receipt of a written request from the State for the advancement of funds.

- 5.3. *Acceptance of the City's Cost and Completed Construction.*** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

5.4. *Final Payment by the City*

Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 6.1.** The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 Fax: (651) 366-4769
 E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The City's Authorized Representative will be:

Name/Title: Scott Thureen, Public Works Director (or successor)
Address: 8150 Barbara Avenue, Inver Grove Heights, MN 55077
Telephone: (651) 450-2571
Fax: (651) 450-2502
E-Mail: sthureen@invergroveheights.org

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF INVER GROVE HEIGHTS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

(Mayor)

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____

(District Engineer)

Date: _____

Approved:

By: _____

(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 00609

City of Inver Grove Heights

S.P. 1907-73 (T.H. 52=053)

S.A.P. 178-010-010

C.P. 2011-12

State Funds

Preliminary: February 6, 2012

Access closure, frontage road, drainage and municipal utility construction to start approximately August 1, 2012 under State Contract No. _____ with _____ located on T.H. 52 from 314 feet north of the Union Pacific Railroad crossing to 1780 feet south of Concord Boulevard

CITY COST PARTICIPATION

Subtotal From Sheet No. 2 (Water Main)

\$190,209.17

Construction Engineering (8%)

15,216.73

(1) Total City Cost

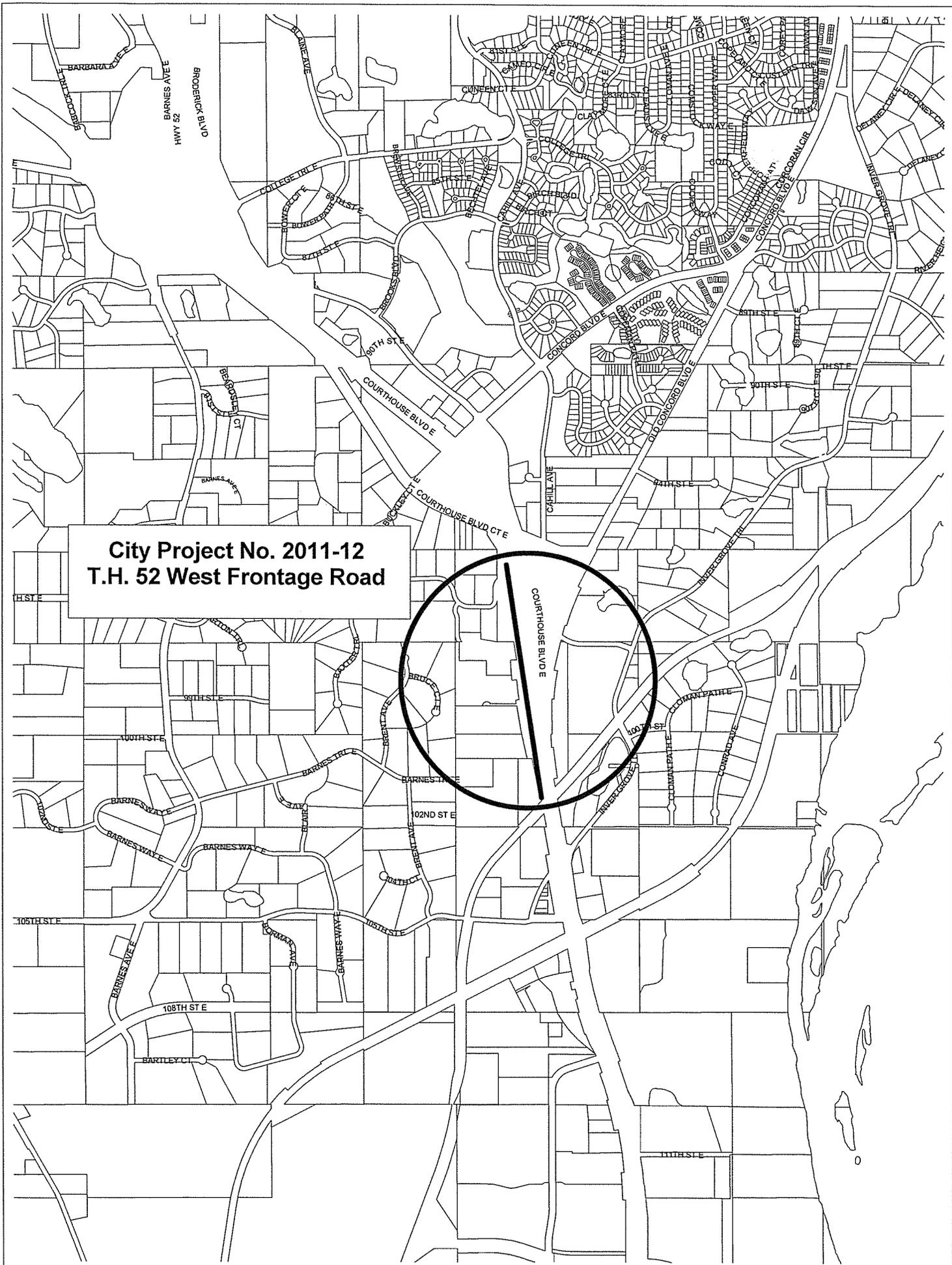
\$205,425.90

(1) Amount of advance payment as described in Article 5 of the agreement (Estimated amount)

(1) 100% CITY

ITEM NUMBER	S.A.P. 178-010-010 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.12	80,000.00	9,600.00
2031.501	FIELD OFFICE TYPE D	EACH	0.12	11,060.40	1,327.25
2031.503	FIELD LABORATORY TYPE DX	EACH	0.12	7,238.00	868.56
2104.521	SALVAGE WATER MAIN	LIN FT	526.00	5.32	2,798.32
2104.523	SALVAGE GATE VALVE & BOX	EACH	1.00	408.09	408.09
2104.523	SALVAGE HYDRANT	EACH	1.00	413.70	413.70
2104.603	ABANDON WATER MAIN	LIN FT	1,427.00	1.88	2,682.76
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	2.00	1,706.67	3,413.34
2504.602	HYDRANT	EACH	3.00	3,291.43	9,874.29
2504.602	ADJUST HYDRANT	EACH	1.00	162.18	162.18
2504.602	ADJUST GATE VALVE & BOX	EACH	2.00	100.00	200.00
2504.602	16" BUTTERFLY VALVE AND BOX	EACH	2.00	1,425.00	2,850.00
2504.602	6" GATE VALVE AND BOX	EACH	3.00	997.00	2,991.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	33.00	39.06	1,288.98
2504.603	16" WATERMAIN DUCTILE IRON CL 52	LIN FT	1,946.00	69.40	135,052.40
2504.604	WATERMAIN INSULATION	SQ YD	226.00	29.55	6,678.30
2563.601	TRAFFIC CONTROL	LUMP SUM	0.12	80,000.00	9,600.00
				TOTAL	\$190,209.17
	(1) 100% CITY	\$190,209.17			

**City Project No. 2011-12
T.H. 52 West Frontage Road**



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Cooperative Construction Agreement No. 00465 between Mn/DOT and the City of Inver Grove Heights for the T.H. 3 Improvements at Autumn Way, State Project No. 1908-85, City Project No. 2010-41

Meeting Date: March 12, 2012
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

	Fiscal/FTE Impact:
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Mn/DOT Cooperative Agreement Funds, Argenta Hills Development Agreement, MSA Funds

PURPOSE/ACTION REQUESTED

Approve a resolution authorizing the City of Inver Grove Heights to enter into Mn/DOT Cooperative Construction Agreement No. 00465 between Mn/DOT and the City of Inver Grove Heights for the T.H. 3 Improvements at Autumn Way, State Project No. 1908-85, City Project No. 2010-41.

SUMMARY

On September 13, 2010, the City entered into a development agreement for Argenta Hills Second Addition which required the developer to cover all costs associated with turn lanes on T.H. 3 at their access point. On September 7, 2011, Mn/DOT approved a Level 2 Concept for the turn lanes at T.H. 3 at Autumn Way. At tonight's meeting, the City Council will be asked to order the project, approve the construction (plans and specifications) dated March 5, 2012 and authorize ad for bids.

Before the City can advertise the project for bids, the City Council must pass a resolution authorizing the City to enter into Cooperative Construction Agreement No. 00465 with Mn/DOT for the project. The agreement defines the responsibilities of Mn/DOT, the developer and the City for construction costs and on-going maintenance. Mn/DOT will provide up to \$122,664.78 in Cooperative Agreement funding. The document has been reviewed by the City Attorney and Public Works. I recommend approval of the resolution. The project will be bid this spring and built this summer.

SDT/kf

Attachment: Resolution
 Cooperative Construction Agreement No. 00465 with Mn/DOT
 Map

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO MN/DOT
AGREEMENT NO. 00465 WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION FOR
MN/DOT'S PAYMENT TO THE CITY FOR THE T.H. 3 IMPROVEMENTS AT T.H. 3 AND AUTUMN WAY,
STATE PROJECT NO. 1908-85, CITY PROJECT NO. 2010-41**

RESOLUTION NO. _____

WHEREAS, the City requested that Mn/DOT include the relocation of City trunk water main as part of the road project at the developer's cost; and

WHEREAS, Mn/DOT has requested additional improvements to T.H. 3 between the intersection at T.H. 3 and Autumn Way and the T.H. 3 roundabout at Amana Trail; and

WHEREAS, Mn/DOT has identified the availability of up to \$122,664.78 in funding toward the project as outlined in Cooperative Agreement No. 00465; and

WHEREAS, the City has entered into agreements with the developer of Argenta Hills to fund all costs above and beyond the Mn/DOT funding; and

WHEREAS, the City has agreed to provide funding for the installation of a 24" RCP under T.H. 3 to serve as the emergency overflow for City Regional Basin SP-27; and

WHEREAS, the plans for this project have been prepared by the City and the City will bid the project and administer the contract.

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

1. The City of Inver Grove Heights enter into Mn/DOT Agreement No. 00465 with the State of Minnesota, Department of Transportation to receive payment by the State of Minnesota for Mn/DOT's share of the costs for a portion of T.H. 3 reconstruction and other associated construction to be performed upon, along and adjacent to Trunk Highway 3 as part of the improvements at T.H. 3 and Autumn Way within the corporate City limits under State Project No. 1908-85, City Project No. 2010-41.
2. The Mayor and the Public Works Director are authorized to execute the Agreement and any amendments to the Agreement.

Adopted by the City Council of Inver Grove Heights, MN this 12th day of March 2012.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF INVER GROVE HEIGHTS
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>1908-85</u>	Original Amount Encumbered
Trunk Highway Number (TH):	<u>3</u>	<u>\$122,664.78</u>
City Project Number (CP):	<u>2010-41</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Inver Grove Heights acting through its City Council ("City").

Recitals

1. The City will perform removal, grading, surfacing, watermain, storm sewer and signage construction and other associated construction upon, along and adjacent to Trunk Highway No. 3 from 400 feet north of Amana Trail to 2200 feet north of Amana Trail according to City-prepared plans, specifications and special provisions designated by the City as City Project No. 2010-41 and by the State as State Project No. 1908-85 (T.H. 3=334)("Project"); and
2. The City requests the State participate in the costs of the roadway improvement including paving and storm sewer construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans;

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** State-approved City plans, specifications and special provisions designated by the City as City Project No. 2010-41 and by the State as State Project No. 1908-85 (T.H. 3=334) are on file in the office of the City's Engineer and incorporated into this Agreement by reference. ("Project Plans")

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy trunk highway right-of-way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the

construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.

- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the trunk highway right-of-way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State right-of-way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's right-of-way must be provided with required reflective clothing and hats.
- 2.4. **State Ownership of Improvements.** The State will retain ownership of its trunk highway right-of-way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

- 3.1. **Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder, subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. **Bid Documents furnished by the City.** The City will, within 7 days of opening bids for the construction contract, submit to the State's State Aid Agreements Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. **Rejection of Bids.** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. **Contract Terms.** The City's contract with its construction contractor(s) must include the following terms:
 - A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's right-of-way; and

- B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.5. *Direction, Supervision and Inspection of Construction*

- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer at Roseville a five day notice of its intention to start the contract construction.
- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.6. *Completion of Construction.* The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.7. *Plan Changes.* All changes in the Project Plans and all addenda, change orders and supplemental agreements entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

3.8. *Compliance with Laws, Ordinances, Regulations.* The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's trunk highway right-of-way, the City will not require the contractor to follow local ordinances or to obtain local permits.

3.9. *Construction Documents Furnished by the City.* The City will keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the City contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- C. Copies of all construction contract change orders and supplemental agreements.
- D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the City to its contractor for all contract construction.
- E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "as built" plan sent to the State Aid Agreements Engineer.

4. Right-of-Way; Easements; Permits

- 4.1. The City will, without cost or expense to the State, obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Inver Grove Heights to be constructed upon and within the trunk highway right-of-way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right Of Way" (Form TP2525).

5. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 5.1. **Roadways.** Maintenance of Autumn Way. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted City maintenance practices.
- 5.2. **Storm Sewers.** Routine maintenance of the storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes; repair of minor erosion problems; minor structure repair; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.
- 5.3. **Infiltration Basins.** Routine maintenance of infiltration basins numbered 600, 601 and 602 on the west side of Trunk Highway No. 3. Routine maintenance includes, but is not limited to, the removal of debris, repair of minor erosion problems and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The State will provide the maintenance of infiltration basins numbered 9 and 2702 on the east side of Trunk Highway No. 3.
- 5.4. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.5. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

6. State Cost and Payment by the State

- 6.1. **State Cost.** \$122,664.78 is the State's full and complete lump sum cost for roadway improvement construction including paving and storm sewer and associated construction engineering.
- 6.2. **Conditions of Payment.** The State will pay the City the full and complete lump sum amount or the total cost of the contract construction as shown in the awarded contract bid document plus an 8 percent construction engineering cost share, whichever amount is smaller, after the following conditions have been met:

- A. Encumbrance by the State of the State's full and complete State funded lump sum cost share.
- B. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the City, for all right-of-way and easement acquisitions required for the contract construction.
- C. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
- D. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.

6.3. *Limitations of State Payment; No State Payment to Contractor*

The State's participation in the contract construction is limited to the lump sum amount shown in Article 6.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 Fax: (651) 366-4769
 E-Mail: maryanne.kellysonnek@state.mn.us

7.2. The City's Authorized Representative will be:

Name/Title: Tom Kaldunski, City Engineer (or successor)
 Address: 8150 Barbara Avenue, Inver Grove Heights, MN 55077
 Telephone: (651) 450-2572

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims; Insurance

- 9.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other

applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

- 9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 9.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

- 14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- 14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

15. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a

party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

CITY OF INVER GROVE HEIGHTS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

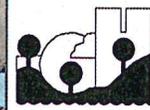
COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

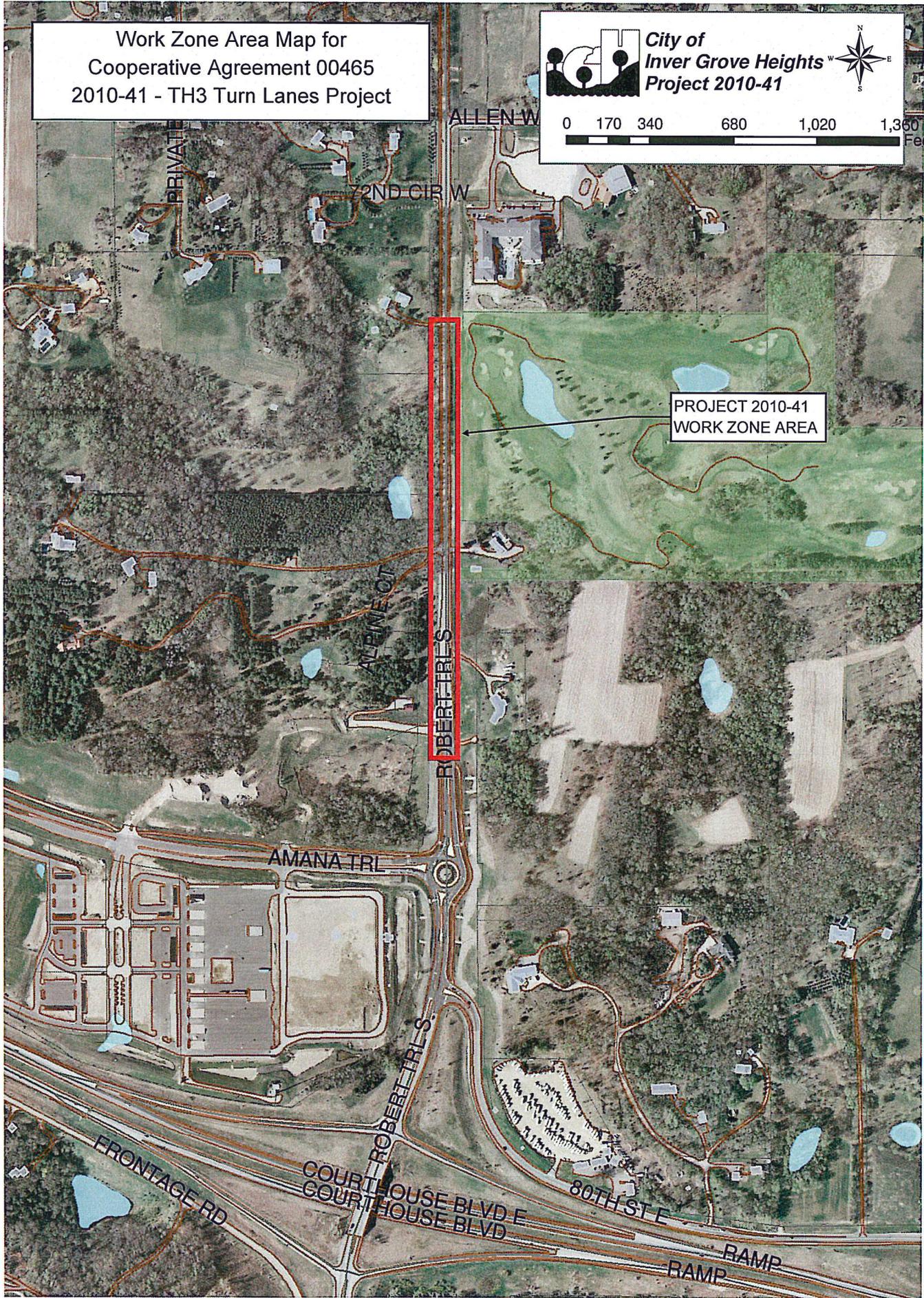
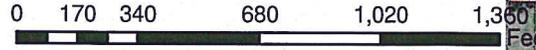
Date: _____

W1205

Work Zone Area Map for
Cooperative Agreement 00465
2010-41 - TH3 Turn Lanes Project



City of
Inver Grove Heights
Project 2010-41



4L

**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 8, 2012
RE: Amendments to Development Contracts for Argenta Hills 2nd Addition and Argenta Hills 3rd Addition – March 12, 2012 City Council Meeting

Section 1. Background. The City and IGH Investment, LLC (“Developer”) entered into a Development Contract for the Plat of Argenta Hills 2nd Addition dated September 13, 2010 and recorded as Dakota County Document No. 2761212 (“2nd Addition Development Contract”) and a Development Contract for the Plat of Argenta Hills 3rd Addition dated June 27, 2011 and recorded as Dakota County Document No. 2819345 (“3rd Addition Development Contract”). The 2nd Addition Development Contract and the 3rd Addition Development Contract are hereafter collectively referred to as the “Development Contracts”.

In the Development Contracts there is a provision that the Developer will, at its own cost, construct City Project No. 2010-41 – Highway 3 Turn Lanes to Autumn Way (the “Turn Lane Project”). Subsequent to execution of the Development Contracts, the State of Minnesota (Department of Transportation) agreed to contribute \$122,664.78 toward the cost of the Turn Lane Project. The State’s contribution will be set forth in a Cooperative Construction Agreement identified as Mn/DOT Contract No. 00465 and State Project Number 1908-85 (the “Cooperative Agreement”). The Cooperative Agreement calls for the State to transfer the \$122,664.78 upon the City and State executing the Cooperative Agreement and upon the City executing and awarding the construction contract for the Turn Lane Project. Under the Cooperative Agreement, the City is the entity that awards the construction contract and the City is the entity that is responsible for completing the Turn Lane Project.

The City and Developer desire to amend the Development Contracts to reflect that the Developer has the financial obligation to pay for the entire cost of the Turn Lane Project except for the money received from the State of Minnesota (\$122,664.78) and except for the construction costs of a 24” emergency overflow pipe for Regional Basin SP-27. The Developer and City desire to amend the Development Contracts to show that the City will construct the Turn Lane Project, but

the Developer will pay for all project costs except the \$122,664.78 and except for the construction costs of a 24" emergency overflow pipe for Regional Basin SP-27. Under the attached Amendment, the Developer, prior to award of the construction contract, will deposit cash with the City equal to 110% of the project costs minus the State contribution and minus the cost of the 24" emergency overflow pipe for Regional Basin SP-27. When the Turn Lane Project is completed and final actual costs are known, any money left over from the cash deposit will be returned to the Developer. If actual costs exceed the cash deposit, then the Developer is responsible to pay the City the difference.

Section 2. Council Action. The Council is asked to consider the attached Resolution Approving an Amendment to the Development Contracts for Argenta Hills 2nd Addition and Argenta Hills 3rd Addition at the March 12, 2012 City Council meeting.

Attachments

RESOLUTION NO. _____

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

**RESOLUTION APPROVING AMENDMENT TO DEVELOPMENT CONTRACTS FOR
PLATS OF ARGENTA HILLS 2ND ADDITION AND
ARGENTA HILLS 3RD ADDITION**

WHEREAS, the City and IGH Investment, LLC (“Developer”) entered into a Development Contract for the Plat of Argenta Hills 2nd Addition dated September 13, 2010 and recorded as Dakota County Document No. 2761212 (“2nd Addition Development Contract”) and a Development Contract for the Plat of Argenta Hills 3rd Addition dated June 27, 2011 and recorded as Dakota County Document No. 2819345 (“3rd Addition Development Contract”). The 2nd Addition Development Contract and the 3rd Addition Development Contract are hereafter collectively referred to as the “Development Contracts”.

WHEREAS, the parties to the Development Contracts are the City of Inver Grove Heights, a municipal corporation and IGH Investment, LLC, a Minnesota limited liability company.

WHEREAS, the parties to the Development Contracts are the same parties to this Amendment.

WHEREAS, in the Development Contracts there is a provision that the Developer will, at its own cost, construct City Project No. 2010-41 – Highway 3 Turn Lanes to Autumn Way (the “Turn Lane Project”). Subsequent to execution of the Development Contracts, the State of Minnesota (Department of Transportation) agreed to contribute \$122,664.78 toward the cost of the Turn Lane Project. The State’s contribution will be set forth in a Cooperative Construction Agreement identified as Mn/DOT Contract No. 00465 and State Project Number 1908-85 (the “Cooperative Agreement”). The Cooperative Agreement calls for the State to transfer the \$122,664.78 upon the City and State executing the Cooperative Agreement and upon the City executing and awarding the construction contract for the Turn Lane Project. Under the Cooperative Agreement, the City is the entity that awards the construction contract and the City is the entity that is responsible for completing the Turn Lane Project.

WHEREAS, the City and Developer desire to amend the Development Contracts to reflect that the Developer has the financial obligation to pay for the entire cost of the Turn Lane Project except for the money received from the State of Minnesota (\$122,664.78) and except for the construction costs of a 24” emergency overflow pipe for Regional Basin SP-27. The Developer and City desire to amend the Development Contracts to show that the City will construct the Turn Lane Project, but the Developer will pay for all project costs except the

\$122,664.78 and except for the construction costs of a 24" emergency overflow pipe for Regional Basin SP-27.

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

- 1.) City hereby approves the attached Amendment to Development Contracts for the Plats of Argenta Hills 2nd Addition and Argenta Hills 3rd Addition.
- 2.) Mayor and Deputy Clerk are authorized to execute the attached Amendment to Development Contracts for the Plats of Argenta Hills 2nd Addition and Argenta Hills 3rd Addition

Adopted by the City Council of the City of Inver Grove Heights this 12th day of March, 2012.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

AMENDMENT TO DEVELOPMENT CONTRACTS FOR THE PLATS OF ARGENTA HILLS 2ND ADDITION AND ARGENTA HILLS 3RD ADDITION

THIS AMENDMENT TO DEVELOPMENT CONTRACTS FOR THE PLATS OF ARGENTA HILLS 2ND ADDITION AND ARGENTA HILLS 3RD ADDITION (Amendment) is made, entered into and effective this 12th day of March, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as "Developer").

WHEREAS, the City and Developer entered into a Development Contract for the Plat of Argenta Hills 2nd Addition dated September 13, 2010 and recorded as Dakota County Document No. 2761212 ("2nd Addition Development Contract") and a Development Contract for the Plat of Argenta Hills 3rd Addition dated June 27, 2011 and recorded as Dakota County Document No. 2819345 ("3rd Addition Development Contract"). The 2nd Addition Development Contract and the 3rd Addition Development Contract are hereafter collectively referred to as the "Development Contracts".

WHEREAS, the parties to the Development Contracts are the City of Inver Grove Heights, a municipal corporation and IGH Investment, LLC, a Minnesota limited liability company.

WHEREAS, the parties to the Development Contracts are the same parties to this Amendment.

WHEREAS, in the Development Contracts there is a provision that the Developer will, at its own cost, construct City Project No. 2010-41 – Highway 3 Turn Lanes to Autumn Way (the "Turn Lane Project"). Subsequent to execution of the Development Contracts, the State of Minnesota (Department of Transportation) agreed to contribute \$122,664.78 toward the cost of the Turn Lane Project. The State's contribution will be set forth in a Cooperative Construction Agreement identified as Mn/DOT Contract No. 00465 and State Project Number 1908-85 (the "Cooperative Agreement"). The Cooperative Agreement calls for the State to transfer the \$122,664.78 upon the City and State executing the Cooperative Agreement and upon the City executing and awarding the construction contract for the Turn Lane Project. Under the Cooperative Agreement, the City is the entity that awards the construction contract and the City is the entity that is responsible for completing the Turn Lane Project.

WHEREAS, the City and Developer desire to amend the Development Contracts to reflect that the Developer has the financial obligation to pay for the entire cost of the Turn Lane Project except for the money received from the State of Minnesota (\$122,664.78) and except for the construction costs of a 24” emergency overflow pipe for Regional Basin SP-27. The Developer and City desire to amend the Development Contracts to show that the City will construct the Turn Lane Project, but the Developer will pay for all project costs except the \$122,664.78 and except for the construction costs of a 24” emergency overflow pipe for Regional Basin SP-27.

NOW, THEREFORE, the parties hereto state, acknowledge and agree as follows:

Section 1. Deletion of Exhibit D to 2nd Addition Development Contract. Exhibit D to 2nd Addition Development Contract is hereby deleted.

Section 2. Deletion of Exhibit D to 3rd Addition Development Contract. Exhibit D to 3rd Addition Development Contract is hereby deleted.

Section 3. Deletion of Paragraph 14 of Exhibit E of 2nd Addition Development Contract. Paragraph 14 of Exhibit E of 2nd Addition Development Contract is hereby deleted.

Section 4. Deletion of Paragraph 10 of Exhibit E of 3rd Addition Development Contract. Paragraph 10 of Exhibit E of 3rd Addition Development Contract is hereby deleted.

Section 5. Project Costs. In the manner and at the times hereafter set forth, Developer agrees to pay to the City all the costs and expenses related to City Project No. 2010-41 – Highway 3 Turn Lanes to Autumn Way (the “Turn Lane Project”) except for the \$122,664.78 stemming from the Cooperative Agreement and except for the construction costs of a 24 inch emergency overflow pipe for Regional Basin SP-27 (“24 Inch Emergency Overflow Pipe”). The City will pay for the construction costs of the 24 Inch Emergency Overflow Pipe.

With regard to the Turn Lane Project, the “Turn Lane Project Costs” mean and include:

- a. Construction Costs;
- b. Inspection Costs;
- c. Engineering Fees;
- d. Preparation of Plans and Specifications;
- e. Change Order Authorized by the City;
- f. Costs for Right of Way Easements;
- g. Surveys;
- h. Contract Document Preparation;
- i. Contract Administration;
- j. Easement Document Preparation;
- k. Preparation of As-Built Plans;
- l. Phase I Environmental Report prepared by Peer Environmental on right of way for Mn/DOT;

- m. Review of NWA Standards by Emmons Olivers Resources;
- n. Appraisal for original easements to Mn/DOT prepared by Metzen Appraisals;
- o. Delivery fees to send documents to Mn/DOT State Aid Office; and
- p. 24 Inch Emergency Overflow Pipe.

Section 6. Execution of Cooperative Agreement. The City will execute the Cooperative Agreement with the State of Minnesota.

Section 7. Award of Construction Contract. Pursuant to the Cooperative Agreement, the City will award the Construction Contract for the Turn Lane Project. Pursuant to the Minnesota Municipal Contracting Law (Minnesota Statutes § 471.345) the City will obtain sealed bids for construction of the Turn Lane Project and award the construction contract to the lowest responsible bidder; provided however, if the low bid for construction of the Turn Lane Project is more than 15% higher than the engineer's estimate under Section 8 hereof, then, prior to awarding the construction contract, the City will meet and confer with the Developer to review whether the Turn Lane Project should be re-bid and to review the schedule for construction.

By means of the construction contract, the City will cause the Turn Lane Project to be constructed.

The City and Developer shall cooperate to set time deadlines in the construction contract so that substantial construction deadlines can accommodate the opening of the Target store.

Section 8. Manner of Payment of Turn Lane Project Costs. Developer is obligated to make the payments for the Turn Lane Project Costs in the manner and at the time set forth in this section.

The City (through City Engineer Tom Kaldunski) will estimate Turn Lane Project Costs. To the extent the Developer has already paid some of the Turn Lane Project Costs, the amounts already paid will be subtracted from the estimated Turn Lane Project Costs. Further, the estimated construction costs of the 24 Inch Emergency Overflow Pipe will be subtracted from the estimated Turn Lane Project Costs.

The unpaid estimated Turn Lane Project Costs will be multiplied by 110% and the State contribution of \$122,664.78 will be thereafter subtracted from that figure to arrive at the amount of the "Pre-Payment Amount".

The Pre-Payment Amount will be adjusted at the time the City receives bids for the Turn Lane Project. The two adjustments will be to substitute the construction amount for the Turn Lane Project as bid by the lowest responsible bidder for the amount that the City originally estimated for construction of the entire Turn Lane Project and the second adjustment will be to substitute the construction amount for the 24 Inch Emergency Overflow Pipe as bid by the lowest responsible bidder for the amount that the City originally estimated for construction of the 24 Inch Emergency Overflow Pipe.

By cash, certified check or wire transfer, the Developer must pay the Pre-Payment Amount to the City within 10 days after the City receives construction bids for the Turn Lane Project.

The City will not award the construction contract for the Turn Lane Project unless the Pre-Payment Amount has been paid.

Within 60 days after final acceptance of the Turn Lane Project by the State and City, the City will compute the actual Turn Lane Project Costs. If actual Turn Lane Project Costs minus the State contribution and minus the City payment for the 24 Inch Emergency Overflow Pipe are greater than the Pre-Payment Amount, Developer must pay the City the difference within 20 days after the date of invoice from the City. Payment shall be made by cash, certified check or wire transfer to the City. If the actual Turn Lane Project Costs minus the State contribution and minus the City payment for the 24 Inch Emergency Overflow Pipe are less than the Pre-Payment Amount, the City will reimburse the difference to Developer within 20 days after the City has submitted the actual Turn Lane Project Costs to Developer.

The City has the right to use the Pre-Payment Amount to pay Turn Lane Project Costs as Turn Lane Project Costs become due. No interest shall be paid on the Pre-Payment Amount.

Section 9. Transfer of Plans and Specifications for Turn Lane Project to City. Developer has caused Pioneer Engineering to prepare plans and specifications and proposed construction contract documents for the Turn Lane Project. Developer hereby transfers and assigns to the City all of its right, title and interest in such plans, specifications and proposed construction contract documents.

Section 10. Withholding of Building Permits. In addition to whatever remedies are set forth in the Development Contracts, the Developer agrees that if the Developer does not make the required payments when due under this Amendment, then the City, in addition to its other remedies, has the right to withhold building permits for lots in Argenta Hills 2nd Addition, Argenta Hills 3rd Addition and for any land originally in Outlot F of Argenta Hills.

Section 11. Incorporation of Amendment Into Development Contracts. This Amendment is hereby incorporated and made a part of Exhibit E of 2nd Addition Development Contract. This Amendment is hereby incorporated and made a part of Exhibit E of 3rd Addition Development Contract.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of March, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering the Project, Approving the Plans and Specifications and Authorizing Ad for Bids for City Project No. 2010-41 – Improvements at T.H. 3 and Autumn Way

Meeting Date: March 12, 2012
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SJK

	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: MSA Funds, Mn/DOT Cooperative Agreement Fund, and Developer Funds per Agreement

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project, approving the plans and specifications, and authorizing ad for bids for City Project No. 2010-41 – Improvements at T.H. 3 and Autumn Way.

SUMMARY

The project was initiated by the City Council after receiving a request from the developer of Argenta Hills Second and Third Additions. On September 13, 2010, the City entered into a development agreement for the Argenta Hills Second Addition which requires the developer to cover all costs associated with turn lanes on T.H. 3 at their access point (Autumn Way). The developer is required to install the turn lanes/bypass lanes and related improvements as a requirement of Mn/DOT's access permit to T.H. 3.

On September 7, 2011, Mn/DOT approved a Level 2 Concept Plan for the improvements required at T.H. 3 and Autumn Way. The concept was further refined during design. Mn/DOT and the City have prepared and reviewed construction documents dated March 5, 2012, which are to be constructed.

Funding will be provided by the developer and Mn/DOT. The City will be approving Mn/DOT Cooperative Agreement 00465 on March 12, 2012 that states that Mn/DOT will provide up to \$122,664.78. The City will be funding an estimated \$17,407.44, from its MSA account, to install a new 24" RCP under T.H. 3 to serve as the emergency overflow for Regional Basin SP-27. All other costs will be borne by the developer per the executed agreements with the City. The plans and specifications have been prepared by the developer.

The project involves improvements at the intersection of T.H. 3 and Autumn Way per the Mn/DOT approved plans. They consist of the removal of the existing pavements on T.H. 3, the construction of turn lanes/bypass lanes on T.H. 3, the excavation of a steep embankment on the east side, relocation of the existing trunk water main on the east side, relocation of utility poles, grading of storm water facilities, including ponds and infiltration basins, installation of a 24" RCP emergency overflow for Regional Basin SP-27, new bituminous pavement, subgrade excavation/preparation, granular subgrade, aggregate base, restoration of the site, guard rail modifications, a detour and traffic control plan. The street segments included in the project are shown on the attached plans and include T.H. 3 at its intersection with Autumn Way.

This project is being coordinated with the development of Argenta Hills. T.H. 3 will be constructed to Mn/DOT standards in Mn/DOT right-of-way to facilitate turning movements.

The project is proposed to be funded from Mn/DOT Cooperative Agreement Funds, developer funds and City MSA funds for initial construction. No assessments are planned for this project. The total estimated project cost is \$499,186. The amount to be provided by Mn/DOT is estimated to be \$122,665. The estimated developer cost is \$359,114. The City cost for the 24" emergency overflow is estimated at \$17,407. Attached is the preliminary cost estimate showing the total project costs.

Mn/DOT funding will be in accordance with Cooperative Agreement No. 00465 being considered for Council approval at the March 12, 2012 meeting. The developer funding will be in accordance with the amendments to the development agreement being considered for Council approval on March 12, 2012.

The project is on a schedule to begin construction in May 2012. Substantial completion will result in T.H. 3 being open to traffic by July 10, 2012. This will ensure the project meets the needs for the commercial development on Amana Trail. The approval of this item and related Council agenda items on March 12, 2012 will result in a project that provides for the needs of the commercial and residential developments in Argenta Hills. Delaying action could result in adverse impacts if T.H. 3 is not open for traffic when the Target store opens this summer.

I recommend approval of the resolution ordering the project, approving plans and specifications, and authorizing the ad for bids for City Project No. 2010-41 – T.H. 3 Improvements at Autumn Way.

TJK/kf

Attachments: Resolution
Area map
Preliminary costs
Plans sheets

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

**RESOLUTION ORDERING IMPROVEMENTS, APPROVING THE PLANS AND SPECIFICATIONS,
AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR CITY PROJECT NO. 2010-41, T. H. 3
IMPROVEMENTS AT AUTUMN WAY**

RESOLUTION NO. _____

WHEREAS, the City Council has approved Mn/DOT Cooperative Agreement 00465 to provide up to \$122,664.78 at its March 12, 2012 meeting; and

WHEREAS, the City has agreed to fund the installation of an emergency storm water overflow under T.H. 3 at an estimated cost of \$17,407; and

WHEREAS, the City has approved amendments to the Development Agreement for Argenta Hills Second and Third Additions at its March 12, 2012 meeting which require the Developer to fund all other costs associated with City Project No. 2010-41; and

WHEREAS, no assessments are planned for City Project No. 2010-41.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted March 12, 2012.
2. The plans and specifications of City Project No. 2010-41 are hereby approved.
3. The Public Works Director is hereby authorized to advertise for bids with respect to City Project No. 2010-41.
4. The City Attorney is authorized to record the necessary easements for City Project No. 2010-41.
5. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 12th day of March 2012.

AYES:

NAYS:

George Tourville, Mayor

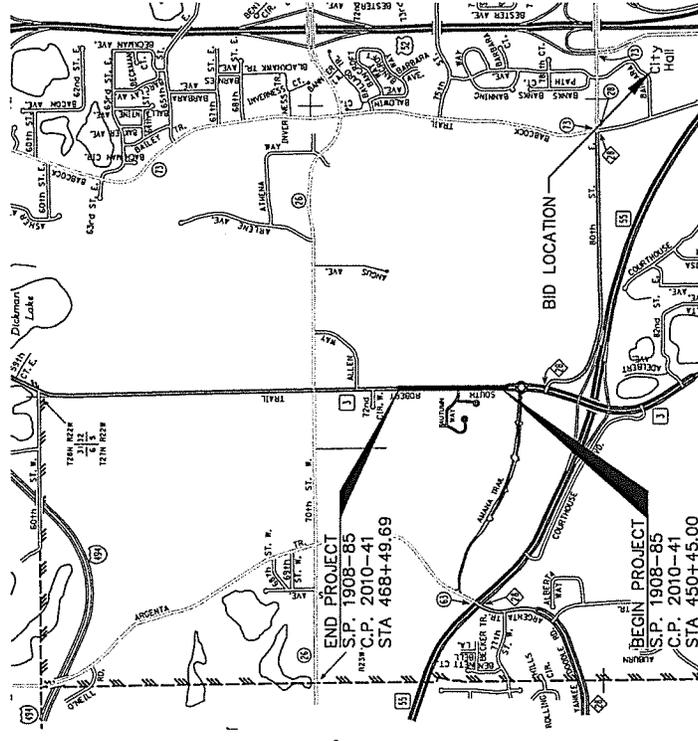
ATTEST:

Melissa Rheaume, Deputy Clerk

MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLAN FOR REMOVAL, GRADING, SURFACING, WATERMAIN, STORM SEWER, AND SIGNAGE
 LOCATED ON I.H. 3 FROM 400' NORTH OF AMANA TRAIL TO 2200' NORTH OF AMANA TRAIL

STATE PROJ. NO. 1908-85
 GROSS LENGTH 1803 FEET 0.34 MILES
 BRIDGES-LENGTH 0.0 FEET 0.0 MILES
 EXCEPTIONS-LENGTH 0.0 FEET 0.0 MILES
 REF. POINT 0411+00.071 TO REF. POINT 0411+00.413



ALL TRAFFIC CONTROL DEVICES SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE MINNESOTA TRAFFIC CONTROL DEVICES (M.T.C.D.) AND PART V, FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.



PLAN 1"=100'
 PROFILE 1"=50'
 INDEX MAP 1"=1000'

DESIGN DESIGNATION

Design ESALS 2031 = 830,000 Design Speed 50 MPH
 ADT (Future Year) 2030 = 6,400 Based on Stopping Sight Distance
 DHV (Design Hr. Vol.) = 2270 Height of eye 3.5' Height of object 2.0'
 D (Directional Distr.) = 50/250 % Design Speed not achieved at:
 T (Heavy Commercial) = 3.9 % STA. TO STA. MPH. MPH.
 STA. TO STA. MPH. MPH.

DATE	PLAN REVISIONS	APPROVED BY

AGREEMENT NUMBER 0445
 STATE FUNDS S.P. 1908-85 (T.H. 3-334)
 METRO DISTRICT

PROJECT LOCATION
 COUNTY : DAKOTA
 DISTRICT : METRO

GOVERNING SPECIFICATIONS INDEX

- THE 2003 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, SHALL GOVERN.
- DESCRIPTION
- 1 TITLE SHEET
 - 2 TYPICAL SECTION
 - 3 ESTIMATED QUANTITIES
 - 4 EXHIBIT A - PLAN SHEETS
 - 5 EXHIBIT B - CONSTRUCTION NOTES
 - 6 TYPICAL SECTION
 - 7 TYPICAL SECTION
 - 8 TYPICAL SECTION
 - 9 TYPICAL SECTION
 - 10 TYPICAL SECTION
 - 11 TYPICAL SECTION
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 - 70 TYPICAL SECTION

SHEETS 16-19, 21, 23, & 25 DELETED.

THIS PLAN CONTAINS 75 SHEETS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: JANIS J. GREENE LICENSE # 19860

DATE: 9-7-11 SIGNATURE: _____

APPROVED _____ CITY OF RIVER BROOK RIGHTS ENGINEER 70

RECOMMENDED FOR APPROVAL _____ DISTRICT TRANSPORTATION ENGINEER 70

RECOMMENDED FOR APPROVAL _____ DISTRICT MATERIALS ENGINEER 70

RECOMMENDED FOR APPROVAL _____ DISTRICT WATER RESOURCES/HYDRAULICS ENGINEER 70

RECOMMENDED FOR APPROVAL _____ DISTRICT TRAFFIC ENGINEER 70

RECOMMENDED FOR APPROVAL _____ STATE PRE-LETTING ENGINEER 70

OFFICE OF THE METRO DISTRICT DIRECTOR, LAND MANAGEMENT 70

APPROVED _____ STATE DESIGN ENGINEER 70

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: _____ LICENSE # _____

DATE: _____ SIGNATURE: _____

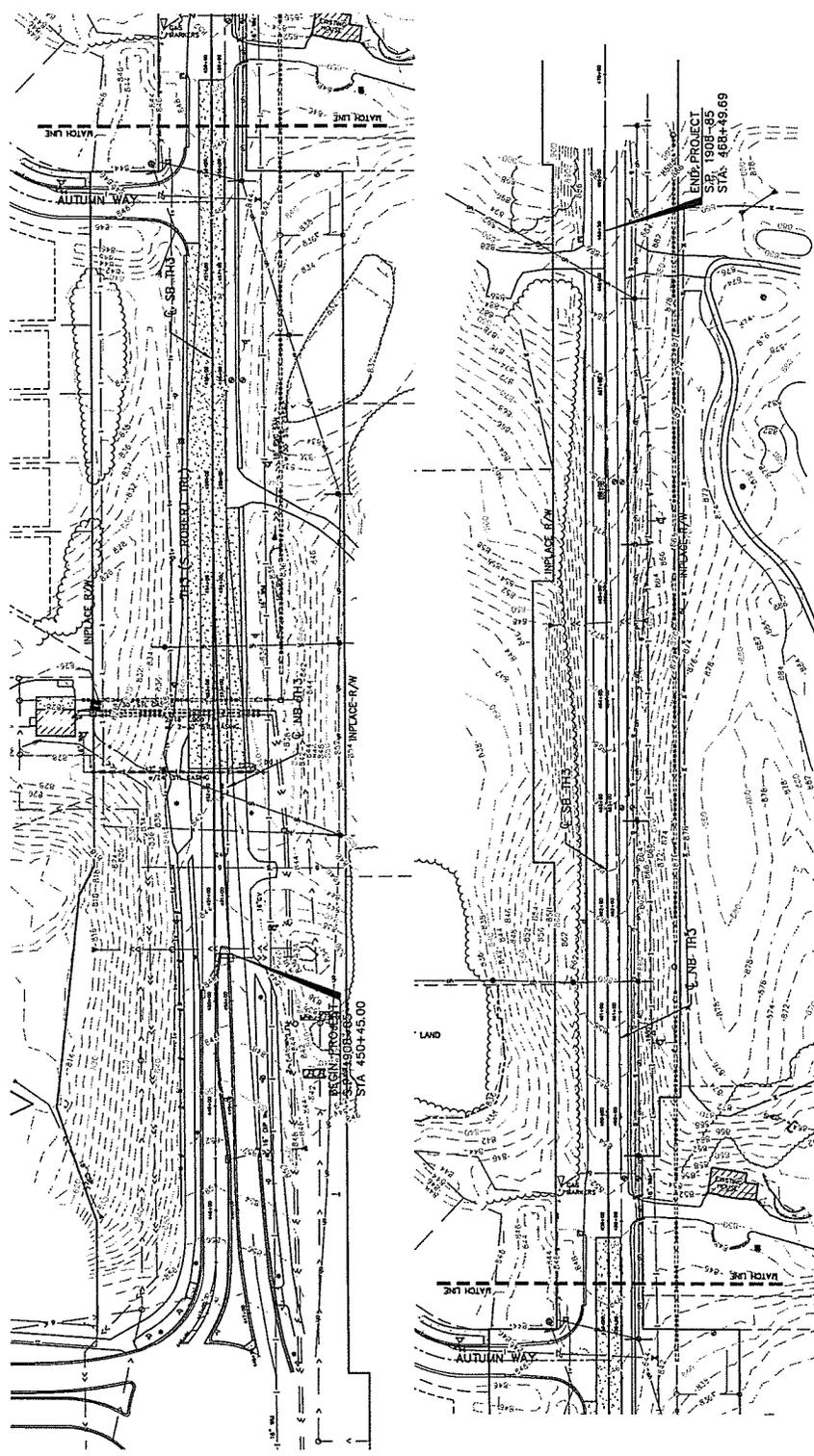
CITY PROJ. NO. 2010-41
 STATE PROJ. NO. 1908-85 (TH 3=334)

SHEET NO. 1 OF 76 SHEETS

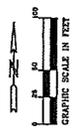
Cost Estimate TH 3 Turn Lanes S.P. 1908-85 February 24, 2012

Item Number	Item Description	Unit	Quantity	Unit Price	Total Project			SP 1908-85			Local		
					Amount	Quantity	Unit Price	Amount	Quantity	Unit Price	Amount		
2021.50100010	MOBILIZATION	LUMP SUM	1	\$5,000.00	\$5,000.00	0.28	\$5,000.00	\$1,400.00	0.72	\$5,000.00	\$3,600.00		
2104.50100010	REMOVE PIPE CULVERTS	LIN FT	29	\$10.00	\$290.00			\$0.00		29	\$10.00	\$290.00	
2104.50100036	REMOVE WOVEN WIRE FENCE	LIN FT	520	\$3.00	\$1,560.00			\$3.00		520	\$3.00	\$1,560.00	
2104.50100040	REMOVE GUARD RAIL	LIN FT	514	\$5.00	\$2,570.00			\$5.00		514	\$5.00	\$2,570.00	
2104.50700020	REMOVE BITUMINOUS PAVEMENT	CU YD	230	\$22.00	\$5,060.00			\$22.00		230	\$22.00	\$5,060.00	
2104.50700021	REMOVE CONCRETE PAVEMENT (NON-REINFORCED)	CU YD	680	\$23.00	\$15,640.00			\$23.00		680	\$23.00	\$15,640.00	
2104.51300011	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1758	\$3.00	\$5,274.00			\$3.00		1758	\$3.00	\$5,274.00	
2104.52300014	SALVAGE GATE VALVE & BOX	EACH	1	\$1,500.00	\$1,500.00			\$1,500.00		1	\$1,500.00	\$1,500.00	
2104.523000543	SALVAGE SIGN TYPE C	EACH	4	\$80.00	\$320.00			\$80.00		4	\$80.00	\$320.00	
2105.50100010	COMMON EXCAVATION	CU YD	7988	\$3.00	\$23,964.00	1000	\$3.00	\$3,000.00	6988	\$3.00	\$20,964.00		
2105.53500011	SALVAGED TOPSOIL FROM STOCKPILE (LV)	CU YD	1075	\$4.00	\$4,300.00	120	\$4.00	\$480.00	955	\$4.00	\$3,820.00		
2211.50100050	AGGREGATE BASE CLASS 5	TON	4433	\$8.00	\$35,464.00	1723	\$8.00	\$13,784.00	2710	\$8.00	\$21,680.00		
2232.50100050	MILL BITUMINOUS SURFACE (2.0")	SO YD	715	\$2.00	\$1,430.00			\$2.00		715	\$2.00	\$1,430.00	
2316.60300005	RUMBLE STRIPS	LIN FT	1895	\$4.00	\$7,580.00	675	\$4.00	\$2,700.00	1220	\$4.00	\$4,880.00		
2337.50200010	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	599	\$2.00	\$1,198.00	266	\$2.00	\$532.00	333	\$2.00	\$666.00		
2360.50122330	TYPE SP 12.5 WEARING COURSE MIXTURE (3.B)	TON	444	\$60.00	\$26,640.00	107	\$60.00	\$6,420.00	337	\$60.00	\$20,220.00		
2360.50122330	TYPE SP 12.5 WEARING COURSE MIXTURE (3.C)	TON	1071	\$60.00	\$64,260.00	497	\$60.00	\$29,820.00	574	\$60.00	\$34,440.00		
2360.50222330	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.C)	TON	821	\$55.00	\$45,155.00	453	\$55.00	\$24,915.00	368	\$55.00	\$20,240.00		
2501.51180155	15" RC PIPE CULVERT CLASS V	LIN FT	78	\$30.00	\$2,340.00			\$30.00		78	\$30.00	\$2,340.00	
2501.51590150	15" RC PIPE APRON	EACH	4	\$1,000.00	\$4,000.00			\$1,000.00		4	\$1,000.00	\$4,000.00	
2503.51102240	24" CS PIPE SEWER	LIN FT	15	\$40.00	\$600.00	15	\$40.00	\$600.00		15	\$40.00	\$600.00	
2503.51190243	24" RC PIPE SEWER CLASS III	LIN FT	94	\$32.00	\$3,008.00			\$32.00		94	\$32.00	\$3,008.00	
2503.60200042	CONNECT TO EXISTING STORM SEWER	EACH	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00		1	\$1,000.00	\$1,000.00	
2504.60200010	CONNECT TO EXISTING WATER MAIN	EACH	2	\$1,000.00	\$2,000.00			\$1,000.00		2	\$1,000.00	\$2,000.00	
2504.60200022	RELOCATE HYDRANT & VALVE	EACH	1	\$3,000.00	\$3,000.00			\$3,000.00		1	\$3,000.00	\$3,000.00	
2504.60200016	16" GATE VALVE AND BOX	EACH	1	\$5,000.00	\$5,000.00			\$5,000.00		1	\$5,000.00	\$5,000.00	
2504.60200030	VALVE BOX EXTENSION	EACH	1	\$200.00	\$200.00			\$200.00		1	\$200.00	\$200.00	
2504.60200040	VALVE OPERATER EXTENSION	EACH	1	\$100.00	\$100.00			\$100.00		1	\$100.00	\$100.00	
2504.60300016	LOWER 16" WATERMAIN	LIN FT	500	\$40.00	\$20,000.00			\$40.00		500	\$40.00	\$20,000.00	
2504.60301908	16" WATERMAIN HDPE	LIN FT	980	\$20.00	\$19,600.00			\$20.00		980	\$20.00	\$19,600.00	
2504.60800020	DUCTILE IRON FITTINGS	POUND	1000	\$3.00	\$3,000.00			\$3.00		1000	\$3.00	\$3,000.00	
2505.50102420	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	10.11	\$2,000.00	\$20,220.00	4.3	\$2,000.00	\$8,600.00	5.8	\$2,000.00	\$11,600.00		
2506.50300010	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	5.96	\$1,000.00	\$5,960.00			\$1,000.00		5.96	\$1,000.00	\$5,960.00	
2506.51600010	CASTING ASSEMBLY	EACH	2	\$500.00	\$1,000.00	1	\$500.00	\$500.00	1	\$500.00	\$500.00		
2511.50100013	RANDOM RIPRAP CLASS III	CU YD	8.8	\$85.00	\$748.00			\$85.00		8.8	\$85.00	\$748.00	
2511.51100010	GRANULAR FILTER	CU YD	4.4	\$10.00	\$44.00			\$10.00		4.4	\$10.00	\$44.00	
2514.60200135	RELOCATE MAIL BOX SUPPORT	EACH	6	\$200.00	\$1,200.00			\$200.00		6	\$200.00	\$1,200.00	
2514.62300029	END TREATMENT-TANKENT TERMINAL	EACH	1	\$500.00	\$500.00			\$500.00		1	\$500.00	\$500.00	
2514.60100107	TRAFFIC BARRIER DESIGN B8338	LIN FT	396	\$20.00	\$7,920.00			\$20.00		396	\$20.00	\$7,920.00	
2517.50106521	WIRE FENCE DESIGN 6.5-9321	LIN FT	520	\$10.00	\$5,200.00			\$10.00		520	\$10.00	\$5,200.00	
2517.60100010	TRAFFIC CONTROL	LUMP SUM	1	\$1,000.00	\$1,000.00			\$1,000.00		1	\$1,000.00	\$1,000.00	
2517.60100200	DETOUR SIGNING	LUMP SUM	1	\$5,000.00	\$5,000.00	0.5	\$5,000.00	\$2,500.00	0.5	\$5,000.00	\$2,500.00		
2517.63100130	SIGN PANELS TYPE C	SO FT	17	\$43.00	\$731.00			\$43.00		17	\$43.00	\$731.00	
2517.63600013	INSTALL SIGN PANEL TYPE C	EACH	4	\$200.00	\$800.00			\$200.00		4	\$200.00	\$800.00	
2517.60200040	SILT FENCE, TYPE MACHINE SLICED	LIN FT	2100	\$2.00	\$4,200.00			\$2.00		2100	\$2.00	\$4,200.00	
2517.63000010	STORM DRAIN INLET PROTECTION	EACH	6	\$200.00	\$1,200.00			\$200.00		6	\$200.00	\$1,200.00	
2517.54000020	FILTER LOG TYPE WOOD FIBER BIOROLL	LIN FT	160	\$4.00	\$640.00			\$4.00		160	\$4.00	\$640.00	
	ADDITIONAL STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$5,000.00	\$5,000.00			\$5,000.00		1	\$5,000.00	\$5,000.00	
2517.50100010	SEEDING	ACRE	2	\$250.00	\$500.00	0.22	\$250.00	\$55.00	1.78	\$250.00	\$445.00		
2517.50200250	SEED MIXTURE 250	POUND	144	\$5.00	\$720.00	16	\$5.00	\$80.00	128	\$5.00	\$640.00		
2517.50200030	SEED MIXTURE 310	POUND	8	\$13.00	\$104.00			\$13.00		8	\$13.00	\$104.00	
2517.50200038	SEED MIXTURE 328	POUND	9	\$13.00	\$117.00			\$13.00		9	\$13.00	\$117.00	
2517.52000012	EROSION CONTROL BLANKETS CATEGORY 3	SO YD	1881	\$1.00	\$1,881.00			\$1.00		1881	\$1.00	\$1,881.00	
2517.52300014	EROSION CONTROL BLANKETS CATEGORY 4	SO YD	15	\$2.00	\$30.00	0	\$2.00	\$0.00	15	\$2.00	\$30.00		
2517.53200030	FERTILIZER TYPE 3	POUND	700	\$0.25	\$175.00			\$0.25		700	\$0.25	\$175.00	
2517.53500010	WATER USAGE ALLOWANCE	LUMP SUM	1	\$1,000.00	\$1,000.00			\$1,000.00		1	\$1,000.00	\$1,000.00	
2517.55000020	COMPOST, GRADE 2	CU YD	75	\$20.00	\$1,500.00			\$20.00		75	\$20.00	\$1,500.00	
2517.56000080	HYDRAULIC SOIL STABILIZER TYPE B	POUND	4630	\$2.30	\$10,649.00	675	\$2.30	\$1,552.50	3955	\$2.30	\$9,096.50		
2517.50102001	PAVEMENT MESSAGE (LEFT ARROW) POLY PREFORM	EACH	2	\$200.00	\$400.00			\$200.00		2	\$200.00	\$400.00	
2517.50102002	PAVEMENT MESSAGE (RIGHT ARROW) POLY PREFORM	EACH	2	\$200.00	\$400.00			\$200.00		2	\$200.00	\$400.00	
2517.50241104	4" SOLID LINE WHITE-EPOXY	LIN FT	3315	\$2.60	\$8,619.00			\$2.60		3315	\$2.60	\$8,619.00	
2517.50241124	4" SOLID LINE YELLOW-EPOXY	LIN FT	385	\$2.60	\$1,011.00			\$2.60		385	\$2.60	\$1,011.00	
2517.50242404	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	3115	\$2.60	\$8,099.00			\$2.60		3115	\$2.60	\$8,099.00	
	TOTAL				\$418,691.00			\$113,578.50			\$300,804.50		
1	RELOCATE POWER POLES*	LS	1	\$0.00	\$0.00	1	\$0.00	\$0.00	0	\$0.00	\$0.00		
2	RELOCATE LIGHT POLE	EA	1	\$1,000.00	\$1,000.00	0	\$1,000.00	\$0.00	1	\$1,000.00	\$1,000.00		
3	ENGINEERING SURVEYING ADMINISTRATION	LS	1	\$46,000.00	\$46,000.00	0	\$46,000.00	\$0.00	1	\$46,000.00	\$46,000.00		
4	INSPECTION , GEOTECHNICAL & MATERIAL TESTING (8% OF CONSTRUCTION COST)	LS	1	\$33,495.28	\$33,495.28	0.28	\$33,495.28	\$9,086.28	0.72	\$33,495.28	\$24,064.36		
	TOTAL				\$80,495.28			\$9,086.28			\$71,064.36		
	TOTAL				\$499,186.28			\$122,664.78			\$371,868.86		

*RELOCATION OF UTILITES PERFORMED BY UTILITY OWNER AT STATE REQUEST



NOTE:
 THE SUBSURFACE UTILITY INFORMATION ON THIS PLAN IS UTILITY QUALITY LEVEL 0.
 THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF O/ASCE 38-02, ENTITLED
 "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."



PIONEER engineering
 212 Edwards Drive
 Madison Heights, MI 48150
 (313) 461-1814
 www.pioneereng.com

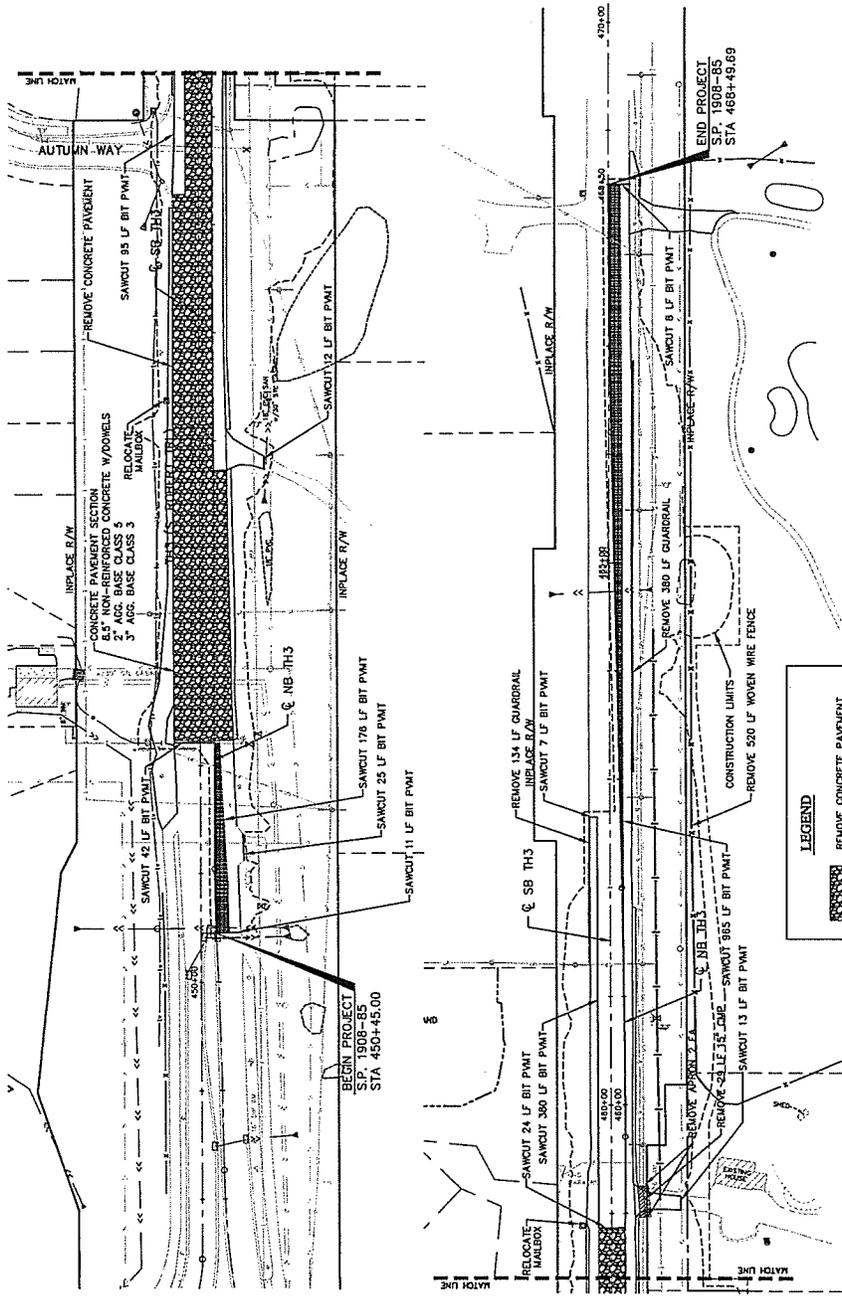
This project was prepared by
 [Signature]
 [Title]
 [Date]

PROJECT: MARKET GROVE HEIGHTS
 SHEET NO.: 37 OF 76

CITY OF INVER GROVE HEIGHTS
 210 BARBARA AVENUE
 INVER GROVE HEIGHTS, WISCONSIN 53091

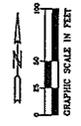
INPLACE TOPOGRAPHY & UTILITIES

ARGENTIA HILLS TURN LANES
 C.P. #2010-11 S.P. 1908+65 (TYP.)
 INVER GROVE HEIGHTS, WISCONSIN



LEGEND

- REMOVE CONCRETE PAVEMENT
- REMOVE BITUMINOUS PAVEMENT
- MILL BITUMINOUS PAVEMENT (2")
- REMOVE STORM SEWER
- LOWER WATERMAIN



PIONEER engineering
 11111 Highway 101, Suite 100, Inver Grove Heights, MN 55127
 Phone: (612) 881-1111
 Fax: (612) 881-1112
 Website: www.pioneer-engineering.com

CITY OF INVER GROVE HEIGHTS
 150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MINNESOTA 55127

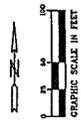
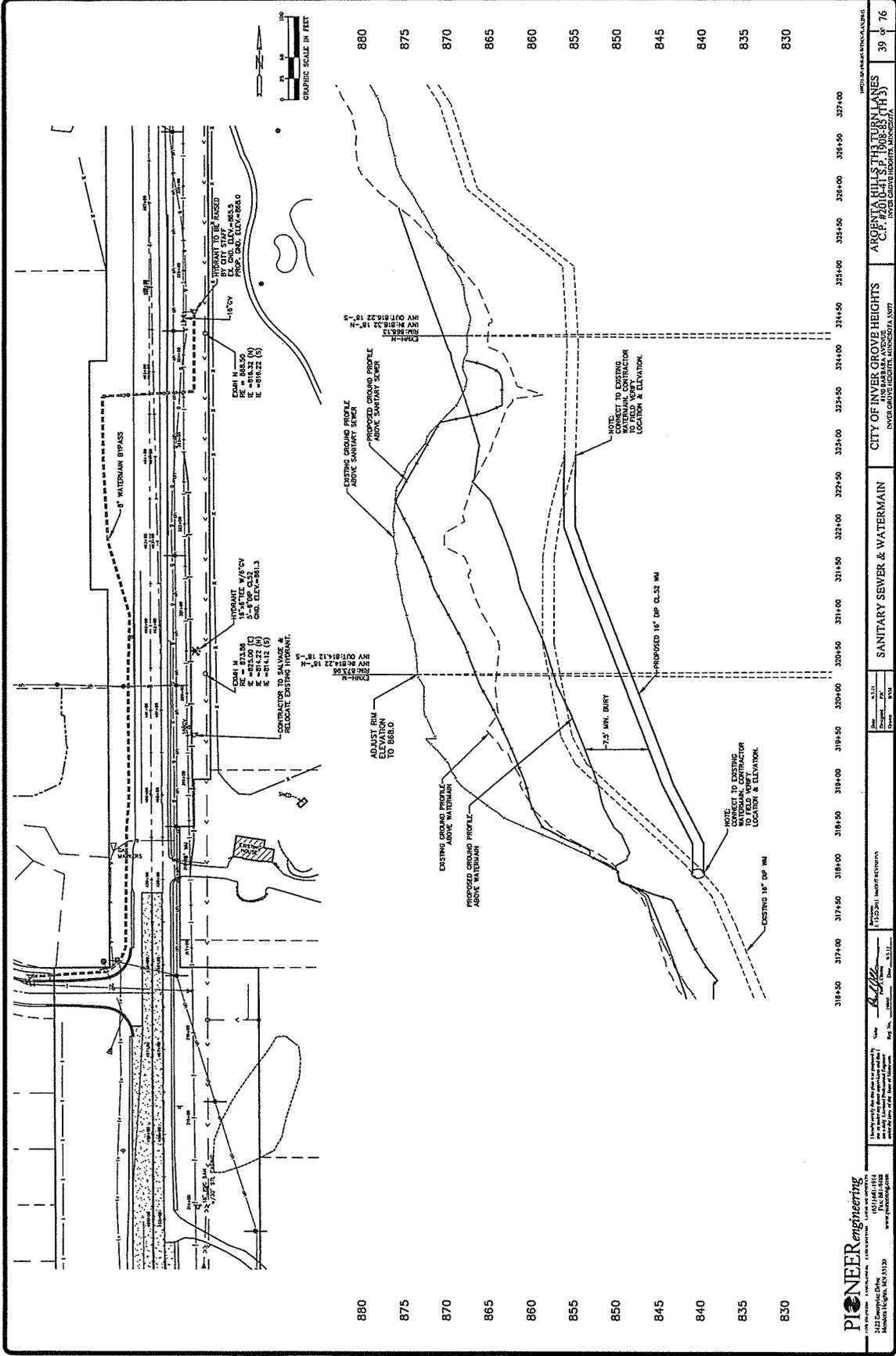
ARGENTIA HILLS THRU TURN LANES
 C.P. # 2010-41 S.P. 1908-85 (TH3)

REMOVAL PLAN

END PROJECT
 S.P. 1908-85
 STA 488+49.69

BEGIN PROJECT
 S.P. 1908-85
 STA 450+45.00

DATE: 11/11/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: 11111-101-100
 SHEET NO.: 38 OF 76



880
875
870
865
860
855
850
845
840
835
830

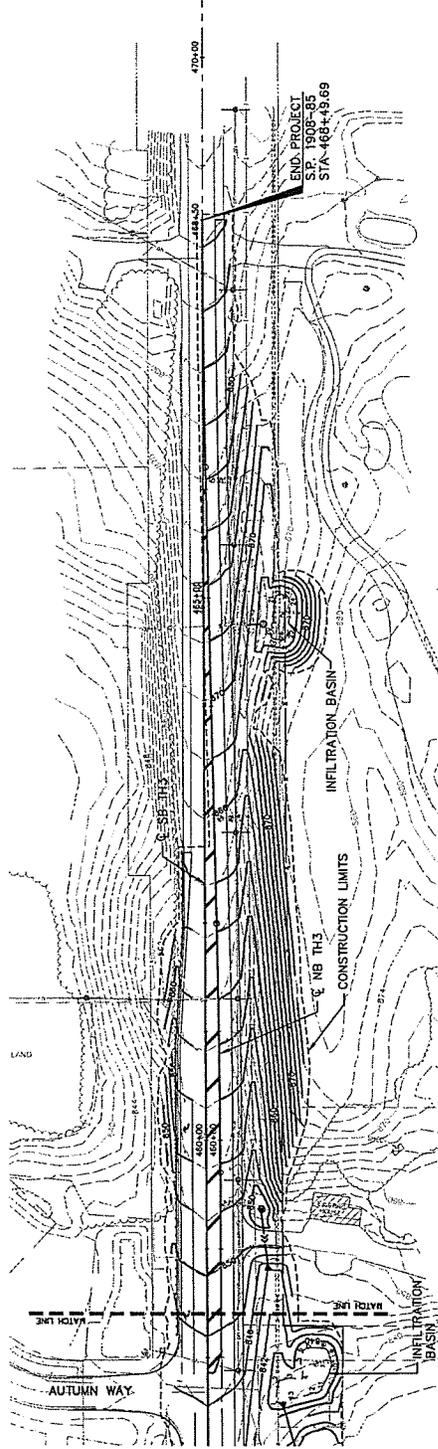
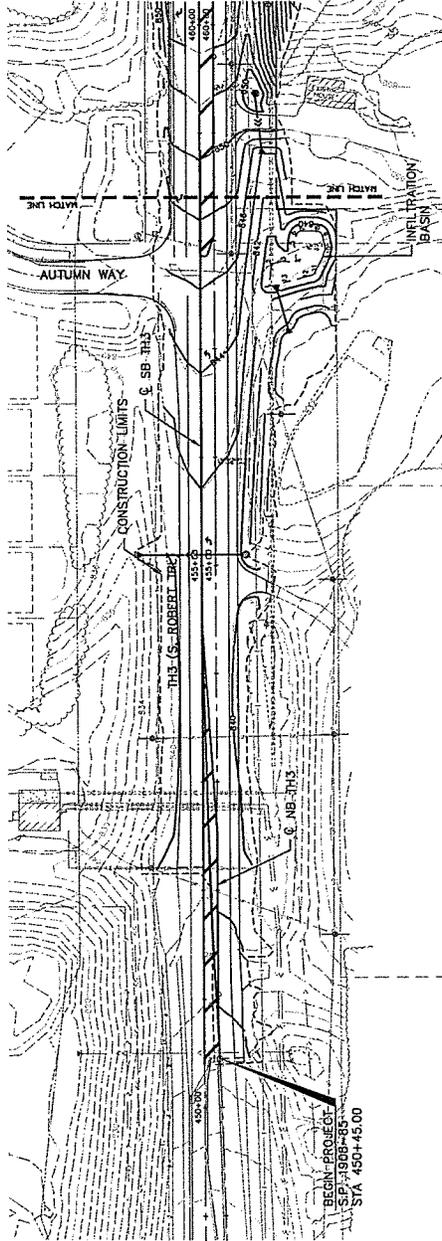
3184+50 3174+50 3164+50 3154+50 3144+50 3134+50 3124+50 3114+50 3104+50 3094+50 3084+50 3074+50 3064+50 3054+50 3044+50 3034+50 3024+50 3014+50 3004+50

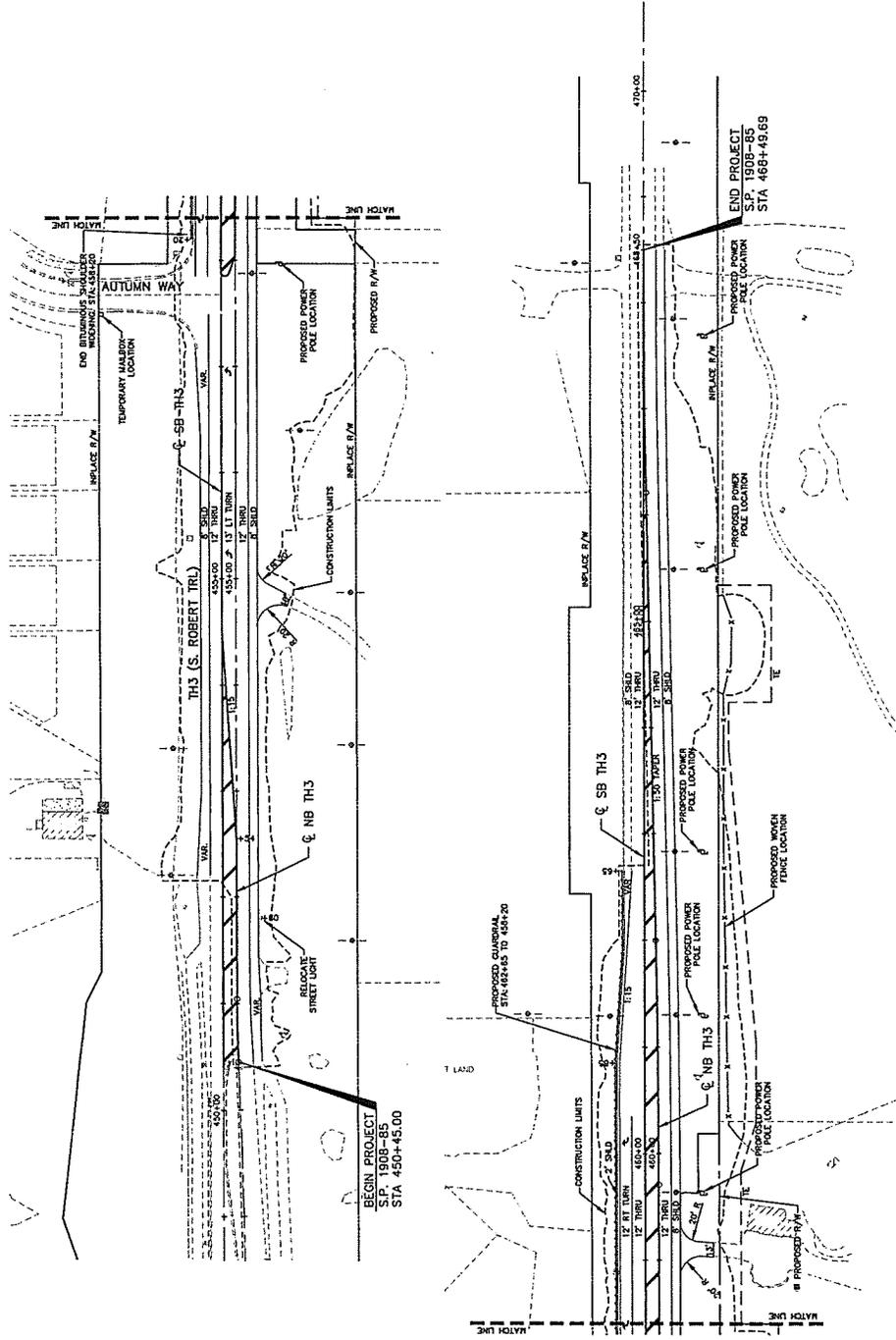
PIONEER engineering
 21225 Highway 100, Suite 1000, Argenta Hills, MN 55309
 (612) 481-1931
 www.pioneer-engineering.com

Sanitary Sewer and Watermain
 Argenta Hills, MN
 Project No. 2010-041 S.P. 1908-83 (PH 3)

39 of 76

Point	Elevation	Northing	Easting
1	84.2	25462.46	80071.87
2	84.2	25462.53	80077.79
3	84.2	25464.15	80080.51
4	84.2	25464.54	80080.86
5	84.2	25464.56	80080.86
6	84.2	25464.56	80080.86
7	84.2	25464.56	80080.86
8	84.2	25464.56	80080.86
9	84.2	25464.56	80080.86
10	84.2	25464.56	80080.86
11	84.2	25464.56	80080.86
12	84.2	25464.56	80080.86
13	84.2	25464.56	80080.86
14	84.2	25464.56	80080.86
15	84.2	25464.56	80080.86
16	84.2	25464.56	80080.86
17	84.2	25464.56	80080.86
18	84.2	25464.56	80080.86
19	84.2	25464.56	80080.86
20	84.2	25464.56	80080.86
21	84.2	25464.56	80080.86
22	84.2	25464.56	80080.86
23	84.2	25464.56	80080.86
24	84.2	25464.56	80080.86
25	84.2	25464.56	80080.86
26	84.2	25464.56	80080.86
27	84.2	25464.56	80080.86





BEGIN PROJECT
S.P. 1908-85
STA 450+45.00

PROPOSED GUARDRAIL
STA 462+65 TO 468+20

END PROJECT
S.P. 1908-85
STA 468+49.69

PIONEER engineering
 1000 Highway 100, Suite 100
 Houston, Texas 77058
 Phone: (281) 416-1111
 Fax: (281) 416-1112
 www.pioneereng.com

Project: 1908-85
 City: Houston, Texas
 Date: 10/15/14
 Scale: As Shown
 Drawing No.: 1908-85-TH3-41

CONSTRUCTION PLAN

CITY OF INVER GROVE HEIGHTS
 10000 INVER GROVE HEIGHTS AVENUE
 INVER GROVE HEIGHTS, MINNESOTA 55077

ARGENTIA HILLS TH3 TURN LANES
 C.P. # 2010-11 S.P. 1908-85 (TH3)
 INVER GROVE HEIGHTS, MINNESOTA

41 of 76

Grant Easements for T.H. 3 Turn Lanes at Autumn Way – City Project No. 2010-41

Meeting Date: March 12, 2012
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

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

PURPOSE/ACTION REQUESTED

The City Council will consider approving a resolution to grant several permanent and temporary easements for the construction of the T.H. 3 turn lanes at Autumn Way (City Project No. 2010-41).

BACKGROUND

The City has entered into Development Agreements for Argenta Hills. One aspect of this project is the need to improve the access to Highway 3 from Autumn Way. The Development Agreement indicates that the construction of the turn lanes is the Developer’s responsibility. The turn lanes are to meet Mn/DOT requirements.

On June 30, 2011, Mn/DOT signed off on the approval of the Level Two Concept Plan for the T.H. 3 turn lanes at Autumn Way to serve the Argenta Hills Development.

In order to facilitate the construction of the turn lanes, Mn/DOT had requested some additional permanent right-of-way on the east side of T.H. 3. These easements were granted to Mn/DOT at the August 8, 2011 Council meeting.

As part of Mn/DOT’s utility notification process, the City informed the utility companies in the area of the project. Three of the utility companies informed the City that they have to relocate five of their existing power poles to accommodate this project. The utility companies requested some additional easements or right-of-way to allow them to place the new poles in a straight alignment along the east right-of-way of T.H. 3. This requested action will provide additional Mn/DOT right-of-way, via easements, to accommodate the utility relocations.

The City of Inver Grove Heights owns the two parcels on the east side of T.H. 3 where these easements are needed. The first parcel is part of the Inver Grove Heights Golf Course at 7601 Robert Trail South – the 2nd parcel is the house lot owned by the City at 7456 Robert Trail South which was acquired as part of the NWA trunk utility project. The private utilities have requested an easement to relocate on a straight alignment. Discussion with the City Attorney indicates it is best to grant Mn/DOT the additional right-of-way so they will be responsible for issuing permits to the utilities along T.H. 3. The City would be authorizing easements in the following three locations with this action:

1. Permanent right-of-way on 7456 Robert Trail South (approx. 20 x 200)
2. Permanent right-of-way on the golf course at Regional Basin FP-8 (approx. 40 x 110)
3. Permanent right-of-way on narrow strip of golf course lot (approx. 44 x 75)

The City has determined it is best to grant this right-of-way to Mn/DOT at no cost to expedite the relocation of utilities. As part of the discussions with Mn/DOT, the City was able to receive Mn/DOT approval for a new storm sewer crossing on T.H. 3 that was previously denied by Mn/DOT. This crossing is needed for the developed condition in the NWA.

It is recommended that the City Council approve the resolution to grant the easements for right-of-way on T.H. 3 for City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way.

TJK/kf

- Attachments: City Attorney’s memo
 Resolution
 Easement documents
 Level Two Concept Plan
 Easement Depictions (2)

**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. HOEFER
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
*
HAROLD LEVANDER
1910-1992
*
ARTHUR GILLEN
1919-2005
*
◦ ROGER C. MILLER
1924-2009

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

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: March 8, 2012
**RE: Additional Easements Related to T.H. 3 Turn Lanes at Autumn Way –
City Project No. 2010-41; March 12, 2012 City Council Meeting**

Section 1. Background. On August 8, 2011, the City authorized the granting of two (2) permanent and two (2) temporary Highway Easements to the State of Minnesota (Mn/DOT) for the construction of turn lanes at the intersection of T.H. 3 and Autumn Way in connection with City Project No. 2010-41. The two (2) permanent and two (2) temporary Highway Easements approved at the August 8, 2011, City Council meeting have been executed by the City and recorded with the Dakota County Recorder.

The City has discovered that additional easements are needed in connection with City Project No. 2010-41, including two Highway Easements to the State of Minnesota (Mn/DOT) for the purpose of utility pole alignment and two Storm Water Ponding, Drainage and Utility Easements to the State of Minnesota (Mn/DOT) for (1) that portion of Infiltration Basin 9 that encumbers the City owned golf course property adjacent to T.H. 3 and (2) that portion of Infiltration Basin SP-27 located south of the property purchased by the City from Lindell. With respect to the Storm Water Ponding, Drainage and Utility Easements, the State of Minnesota (Mn/DOT) has the obligation to perpetually maintain (1) Infiltration Basin 9 located partially within Mn/DOT right-of-way and located partially within a Mn/DOT drainage, utility and ponding easement area and (2) the State of Minnesota (Mn/DOT) has the obligation to perpetually maintain Infiltration Basin SP-27 located partially within the Mn/DOT drainage utility ponding easement area south of the property purchased by the City from Lindell.

The City proposes to gratuitously grant (without compensation) the two (2) Highway Easements to the State of Minnesota (Mn/DOT) to accomplish the task of utility pole alignment along T.H. 3 during the construction of City Project No. 2010-41.

The City proposes to gratuitously grant (without compensation) the two Storm Water Ponding, Drainage and Utility Easements to the State of Minnesota (Mn/DOT) so that the State of Minnesota will have the obligation to maintain Infiltration Basin 9 and portions of Infiltration Basin SP-27 contained on Mn/DOT right of way.

Section 2. Council Action. The Council is asked to consider the attached Resolution Authorizing the Granting of Two Highway Easements and Two Storm Water Ponding, Drainage and Utility Easements to the State of Minnesota in Connection with City Project No. 2010-41 (T.H. 3 Turn Lanes at Autumn Way) at the March 12, 2012 Council meeting.

The attached Resolution also states that pursuant to Minnesota Statutes § 462.356, Subd. 2, the Council finds that the grant of such easements has no relationship to the Comprehensive Municipal Plan and the Council, by unanimous adoption of the resolution, dispenses with the requirements of Minnesota Statutes § 462.356, Subd. 2, which would otherwise call for review of the easement grants by the City's Planning Commission to determine whether the easement grants were consistent with the Comprehensive Municipal Plan.

Attachments:

- Resolution Authorizing the Granting of Two Highway Easements and One Storm Water Ponding, Drainage and Utility Easement to the State of Minnesota in Connection with City Project No. 2010-41 (T.H. 3 Turn Lanes at Autumn Way)
- Highway Easement from the City of Inver Grove Heights to the State of Minnesota (extra State right-of-way for utility pole alignment)
- Highway Easement from the City of Inver Grove Heights to the State of Minnesota (extra State right-of-way for utility pole alignment)
- Storm Water Ponding, Drainage and Utility Easement from the City of Inver Grove Heights to the State of Minnesota (Infiltration Basin 9)
- Storm Water Ponding, Drainage and Utility Easement from the City of Inver Grove Heights to the State of Minnesota (Infiltration Basin SP-27)

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE GRANTING OF TWO HIGHWAY EASEMENTS
AND TWO STORM WATER PONDING, DRAINAGE AND UTILITY EASEMENTS TO
THE STATE OF MINNESOTA IN CONNECTION WITH CITY PROJECT NO. 2010-41
(T.H. 3 TURN LANES AT AUTUMN WAY)**

WHEREAS, on August 8, 2011, the City authorized the granting of two (2) permanent and two (2) temporary Highway Easements to the State of Minnesota (Mn/DOT) for the construction of turn lanes at the intersection of T.H. 3 and Autumn Way in connection with City Project No. 2010-41.

WHEREAS, the two (2) permanent and two (2) temporary Highway Easements approved at the August 8, 2011, City Council meeting have been executed by the City and recorded with the Dakota County Recorder.

WHEREAS, the City has discovered that additional easements are needed in connection with City Project No. 2010-41, including two Highway Easements to the State of Minnesota (Mn/DOT) for the purpose of utility pole alignment and two Storm Water Ponding, Drainage and Utility Easements to the State of Minnesota (Mn/DOT) for (1) that portion of Infiltration Basin 9 that encumbers the City owned golf course property adjacent to T.H. 3 and (2) that portion of Infiltration Basin SP-27 located south of the property purchased by the City from Lindell. With respect to the Storm Water Ponding, Drainage and Utility Easement, the State of Minnesota (Mn/DOT) has the obligation to perpetually maintain (1) Infiltration Basin 9 located partially within Mn/DOT right-of-way and located partially within a Mn/DOT drainage, utility and ponding easement area and (2) the State of Minnesota (Mn/DOT) has the obligation to perpetually maintain Infiltration Basin SP-27 located partially within the Mn/DOT drainage utility ponding easement area south of the property purchased by the City from Lindell.

WHEREAS, the City proposes to gratuitously grant (without compensation) the two (2) Highway Easements to the State of Minnesota (Mn/DOT) to accomplish the task of utility pole alignment along T.H. 3 during the construction of City Project No. 2010-41.

WHEREAS, the City proposes to gratuitously grant (without compensation) the two (2) Storm Water Ponding, Drainage and Utility Easements to the State of Minnesota (Mn/DOT) so that the State of Minnesota will have the obligation to maintain Infiltration Basin 9 and portions of Infiltration Basin SP-27 contained on Mn/DOT right of way.

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

1. That the following documents are hereby approved:

- Highway Easement from the City of Inver Grove Heights to the State of Minnesota (extra State right-of-way for utility pole alignment);
- Highway Easement from the City of Inver Grove Heights to the State of Minnesota (extra State right-of-way for utility pole alignment); and
- Storm Water Ponding, Drainage and Utility Easement from the City of Inver Grove Heights to the State of Minnesota (Infiltration Basin 9).
- Storm Water Ponding, Drainage and Utility Easement from the City of Inver Grove Heights to the State of Minnesota (Infiltration Basin SP-27).

A copy of the above-listed documents are attached to this resolution and made a part of it.

2. That the Mayor and Deputy City Clerk are authorized to sign the attached documents.
3. That the City Attorney is authorized to record the attached documents with the Dakota County Recorder.
4. That pursuant to Minnesota Statutes § 462.356, Subd. 2, the Council finds that the grant of such easements has no relationship to the Comprehensive Municipal Plan and the Council, by unanimous adoption of this resolution, dispenses with the requirements of Minnesota Statutes § 462.356, Subd. 2, which would otherwise call for review of the easement grants by the City's Planning Commission to determine whether the easement grants were consistent with the Comprehensive Municipal Plan.

Adopted by the City Council of Inver Grove Heights this 12th day of March, 2012.

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

HIGHWAY EASEMENT

Date: March 12, 2012

Trunk Highway 3
County of Dakota

For and in consideration of the sum of One Dollars (\$1.00), and other good and valuable consideration, the City of Inver Grove Heights, a Minnesota municipal corporation, Grantor, does hereby grant and convey to the State of Minnesota, Grantee:

A perpetual easement for highway purposes under, over, across, through and upon the West Half of the Northwest Quarter except the North 1561 feet thereof, in Section 8, Township 27 North, Range 22 West. Except therefrom the following described parcel: That part of the Southwest Quarter of the Northwest Quarter of said Section 8, described as follows: Commencing at a point 33 feet North of the Southwest corner of the Northwest Quarter of Section 8, Township 27, Range 22; thence East 254.3 feet to a point; thence North parallel with the West line of said section, 200 feet to a point; thence West 254.3 feet to the section line; thence South along said section line to the point of beginning, according to the U.S. Government survey thereof, Dakota County, Minnesota.

Said perpetual easement described as follows:

The south 33.00 feet of the east 75.00 feet of the west 125 feet of said West Half of the Northwest Quarter.

Grantor, for itself, its heirs, successors and assigns, does hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth lying within the easement area hereby conveyed.

Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of earth from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not

release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

Grantor does here by warrant to and covenant with Grantee that Grantor is well seized in the fee of the easement area and has good right to grant and convey the easement rights described herein to Grantee.

IN TESTIMONY WHEREOF, the Grantor has caused this Highway Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

HIGHWAY EASEMENT

Date: March 12, 2012

Trunk Highway 3
County of Dakota

For and in consideration of the sum of One Dollars (\$1.00), and other good and valuable consideration, the City of Inver Grove Heights, a Minnesota municipal corporation, Grantor, does hereby grant and convey to the State of Minnesota, Grantee:

A perpetual easement for highway purposes under, over, across, through and upon across that part of the Southwest Quarter of the Northwest Quarter described as follows: Commencing at a point 33 north of the southwest corner of the Northwest Quarter of Section 8, Township 27, Range 22; thence East 254.3 feet to a point; thence North parallel with the West line of said section, 200 feet to a point, thence West 254.3 feet to the section line; thence South along said section line to the point of beginning, according to the U.S. Government survey thereof, Dakota County, Minnesota.

That part of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 8, Township 27, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Northwest Quarter; thence Northerly along the West line of said Section 8, a distance of 233.00 feet; thence South 89 degrees 45 minutes 42 seconds East (assumed bearing) parallel with the South line of said Northwest Quarter, a distance of 254.30 feet to the point of beginning of the parcel to be described; thence South 89 degrees 45 minutes 42 seconds East, 32.86 feet; thence South 48 degrees 30 minutes 30 seconds East, 157.52 feet; thence South 57 degrees 31 minutes 11 seconds West, 177.84 feet to a point which is 200.00 feet South of the afore-described point of beginning, measured parallel with said West line; thence Northerly to the point of beginning, and there terminating.

Said perpetual easement described as follows:

The east 20.00 feet of the west 70.00 feet of said Northwest Quarter, except that part thereof lying within the existing right of way of State Trunk Highway Number 3.

Grantor, for itself, its heirs, successors and assigns, does hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth lying within the easement area hereby conveyed.

Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of earth from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

Grantor does here by warrant to and covenant with Grantee that Grantor is well seized in the fee of the easement area and has good right to grant and convey the easement rights described herein to Grantee.

IN TESTIMONY WHEREOF, the Grantor has caused this Highway Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville
Its: Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STORM WATER PONDING, DRAINAGE AND UTILITY EASEMENT

Date: March, 2012

Trunk Highway 3
County of Dakota

For and in consideration of the sum of One Dollars (\$1.00), and other good and valuable consideration, the City of Inver Grove Heights, a Minnesota municipal corporation, Grantor, does hereby grant and convey to the State of Minnesota, Grantee:

A perpetual easement for storm water ponding, drainage and utility purposes under, over, across, through and upon the West Half of the Northwest Quarter except the North 1561 feet thereof, in Section 8, Township 27 North, Range 22 West. Except therefrom the following described parcel: That part of the Southwest Quarter of the Northwest Quarter of said Section 8, described as follows: Commencing at a point 33 feet North of the Southwest corner of the Northwest Quarter of Section 8, Township 27, Range 22; thence East 254.3 feet to a point; thence North parallel with the West line of said section, 200 feet to a point; thence West 254.3 feet to the section line; thence South along said section line to the point of beginning, according to the U.S. Government survey thereof, Dakota County, Minnesota.

Said perpetual easement is described as follows:

The south 111.00 feet of the north 2008.50 feet of the east 50.00 feet of the west 120.00 feet of said West Half of the Northwest Quarter.

Grantor, for itself, its heirs, successors and assigns, does hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth lying within the easement area hereby conveyed.

Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of earth from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not

release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

Grantor does here by warrant to and covenant with Grantee that Grantor is well seized in the fee of the easement area and has good right to grant and convey the easement rights described herein to Grantee.

IN TESTIMONY WHEREOF, the Grantor has caused this Storm Water Ponding, Drainage and Utility Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STORM WATER PONDING, DRAINAGE AND UTILITY EASEMENT

Date: March, 2012

Trunk Highway 3
County of Dakota

For and in consideration of the sum of One Dollars (\$1.00), and other good and valuable consideration, the City of Inver Grove Heights, a Minnesota municipal corporation, Grantor, does hereby grant and convey to the State of Minnesota, Grantee:

A perpetual easement for storm water ponding, drainage and utility purposes under, over, across, through and upon the West Half of the Northwest Quarter except the North 1561 feet thereof, in Section 8, Township 27 North, Range 22 West. Except therefrom the following described parcel: That part of the Southwest Quarter of the Northwest Quarter of said Section 8, described as follows: Commencing at a point 33 feet North of the Southwest corner of the Northwest Quarter of Section 8, Township 27, Range 22; thence East 254.3 feet to a point; thence North parallel with the West line of said section, 200 feet to a point; thence West 254.3 feet to the section line; thence South along said section line to the point of beginning, according to the U.S. Government survey thereof, Dakota County, Minnesota.

Said perpetual easement is described as follows:

The south 33.00 feet of the east 75.00 feet of the west 125 feet of said West Half of the Northwest Quarter.

Grantor, for itself, its heirs, successors and assigns, does hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth lying within the easement area hereby conveyed.

Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of earth from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not

release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

Grantor does here by warrant to and covenant with Grantee that Grantor is well seized in the fee of the easement area and has good right to grant and convey the easement rights described herein to Grantee.

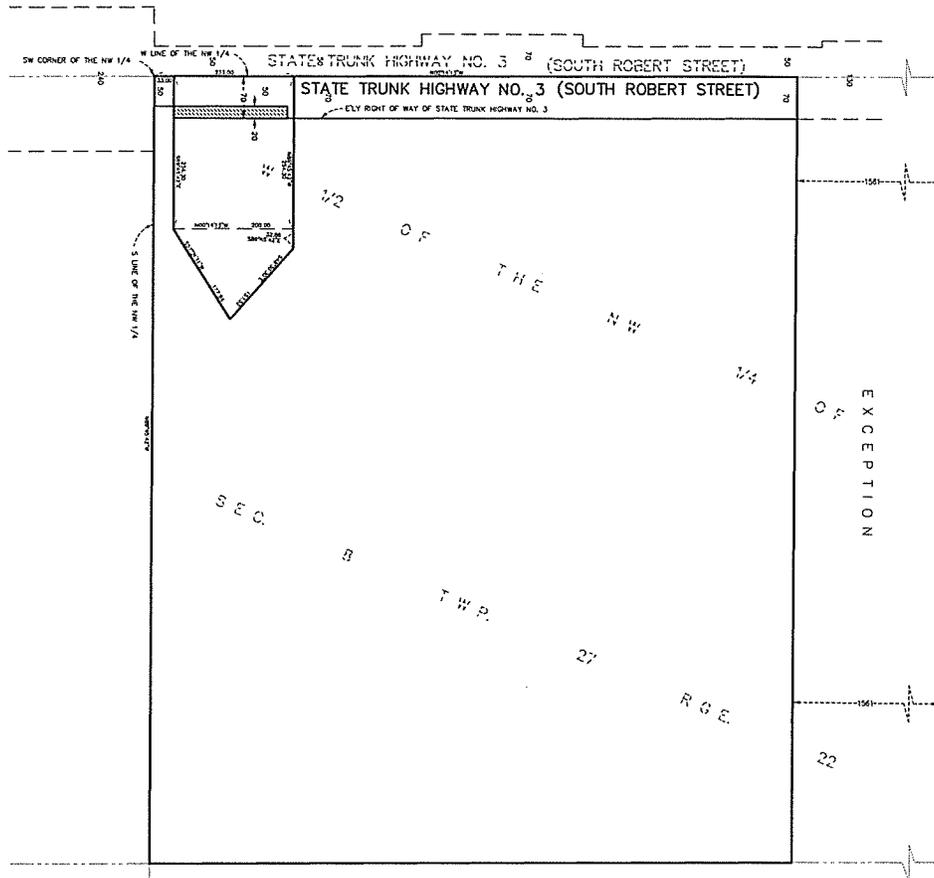
IN TESTIMONY WHEREOF, the Grantor has caused this Storm Water Ponding, Drainage and Utility Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville
Its: Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk



EXCEPTIONS TO BE NOTICED:
 This section does not represent to show the existence or nonexistence of any encroachments, easements, or other interests in the herein described land. Encroachments or interests in the herein described land which are not shown on this plan are hereby acknowledged to exist. The surveyor has not been required to locate or identify any such encroachments or interests. The surveyor has not been required to locate or identify any such encroachments or interests. The surveyor has not been required to locate or identify any such encroachments or interests.

NOTICE:
 This section does not represent to show the existence or nonexistence of any encroachments, easements, or other interests in the herein described land. Encroachments or interests in the herein described land which are not shown on this plan are hereby acknowledged to exist. The surveyor has not been required to locate or identify any such encroachments or interests. The surveyor has not been required to locate or identify any such encroachments or interests. The surveyor has not been required to locate or identify any such encroachments or interests.

NOTICE:
 This section does not represent to show the existence or nonexistence of any encroachments, easements, or other interests in the herein described land. Encroachments or interests in the herein described land which are not shown on this plan are hereby acknowledged to exist. The surveyor has not been required to locate or identify any such encroachments or interests. The surveyor has not been required to locate or identify any such encroachments or interests. The surveyor has not been required to locate or identify any such encroachments or interests.

SOLELY
 BY: *[Signature]*
 Surveyor
 License No. 42929
 www.mn.gov/surveyors

REVISED 3-4-11

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve a Contract for Tree Clearing at the Rock Island Swing Bridge Site

Meeting Date: March 12, 2012
 Item Type: Consent Agenda
 Contact: Mark Borgwardt-651-450-2581
 Prepared by: Mark Borgwardt
 Reviewed by: Eric Carlson

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 \$22,600 contract with St. Croix Tree Service, Inc. for tree removal, stump grubbing and grading on steep slope between 66th St. and railroad bed and approximately 24' wide, on railroad beds going out to River Road. Funding to come from 66th Street Project 2011-21

SUMMARY

As part of 66th Street re-construction project, Parks Division recommends clear cutting steep slope off 66th Street and railroad beds to facilitate trail construction, improve visibility and prep for future landscaping. Project would open up railroad beds for bituminous trail construction and prepare steep slope for hydro seeding with native grass/wildflower mix later this spring when trail and road re-construction is complete in June. Two quotes secured for project are:

- | | |
|---------------------------|-------------|
| 1. Scherff Inc. | \$24,650.00 |
| 2. St. Croix Tree Service | \$22,600.00 |

Staff recommends awarding project to St. Croix Tree Service, Inc. for \$22,600 with funding from 66th Street Project 2011-21.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Joint Powers Agreement with Dakota County for the Construction of the Central Segment of the Mississippi River Regional Trail

Meeting Date: March 12, 2012
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Tom Kaldunski/Mark Borgwardt
 Tim Kuntz/Jay Karlovich

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

The Council is asked to approve the attached Joint Powers Agreement (JPA) with Dakota County for the construction of the Central segment of the Mississippi River Regional Trail.

SUMMARY

Dakota County has been working to construct the Mississippi River Regional Trail. When completed, the trail will be a 27-mile bituminous trail from South St. Paul to Hastings. The trail is already constructed within portions of the corporate limits of Inver Grove Heights please see Exhibit A. This JPA covers the construction of the Central Segment shown in brown on the map.

Highlights of the JPA are as follows:

- All costs related to necessary land acquisition is the responsibility of Dakota County
- All costs associated with construction of the MRRT are paid for by Dakota County
- City to provide the County with the necessary permits at no charge to Dakota County
- Portions of the MRRT will be located within City right of way. If the adjacent roadway needs to be widened in the future and additional right of way is needed for the MRRT, Dakota County is responsible for all associated costs including land acquisition and construction
- Dakota County is responsible to construct drainage restoration and modification improvements on Inver Grove Trail at County’s expense based on the fact the trail had been planned to be located along said section of Inver Grove Trail but was relocated based on adjacent property owner objections.
- An existing portion of 8’ bituminous trail which runs from Concord Blvd to just south of Tractor Supply along Cahill Ave will be transferred to the County and become part of the MRRT. The County will accept the trail segment “as is” and the City will give this segment without compensation of any kind.

The JPA agreement also contains a Supplemental Maintenance Agreement (SMA) *Exhibit E*. The SMA is the document that covers the use, maintenance, and occupancy of the entire length of the MRRT once construction has been completed in the City.

Highlights of the SMA are as follows:

- Dakota County is responsible for all of the preventative maintenance of the MRRT. This includes mowing, tree clearing, garbage removal, signage, sweeping, graffiti removal, bituminous surface repair/maintenance and snow and ice control
- Dakota County is responsible for all of the future replacement of the MRRT
- The City is responsible for all of the preventative maintenance of any City connector trail that connects to the MRRT. This includes mowing, tree clearing, garbage removal, signage, sweeping, graffiti removal, bituminous surface repair/maintenance and snow and ice control
- The City is responsible for all of the future replacement of the any City connector trail that connects to the MRRT

The agreement has been cooperatively worked on by Dakota County staff, staff from the Dakota County Attorney's office, City staff, and the City Attorney's office.

If necessary, there will be a separate JPA for the construction of the MRRT – Pine Bend Bluffs segment brought to you for your review and approval at a future meeting.

**JOINT POWERS AGREEMENT
BETWEEN
THE COUNTY OF DAKOTA
AND THE CITY OF INVER GROVE HEIGHTS**

FOR

Construction of the Mississippi River Regional Trail – Central segment

AND

Use, maintenance and occupancy of the entire Mississippi River Regional Trail
(MRRT) located in the City of Inver Grove Heights

DRAFT

THIS JOINT POWERS AGREEMENT ("JPA") is entered into by and between the County of Dakota ("County") and the City of Inver Grove Heights ("City") collectively referred to as "the Parties" and witnesses the following:

WHEREAS, under Minnesota Statutes Section 471.59, subdivision 1, two governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County has been acquiring easements and constructing a pedestrian and bicycle trail in Dakota County that generally lies along the Mississippi River and which has been currently designated as the Mississippi River Regional Trail ("MRRT"), but which name may change, the substitution of which does not change the meaning or intent of this JPA; and

WHEREAS, construction of the MRRT - Central Segment in the City remains to be completed; and

WHEREAS, the County has, in consultation with the City, accomplished the final design and engineering of the MRRT - Central Segment generally described as extending along Cahill Avenue from Concord Boulevard, southerly along Cahill Avenue to Inver Grove Trail, then southerly along Inver Grove Trail until opposite Park Lake, then southerly first between Park Lake and Union Pacific property, then parallel to State Highway 52, then connecting back to Inver Grove Trail, and a section of trail from the Mn/DOT frontage road easterly into the MnDNR Pine Bend State Natural Area, as more particularly described and depicted on the map attached hereto as **Exhibit A**; and

WHEREAS, pursuant to State of Minnesota Department of Transportation ("Mn/DOT") Agreement No. 93749-R, attached hereto as **Exhibit B**, Mn/DOT included in its improvement of T.H. 52 East Frontage Road located in the City a bituminous trail for MRRT, and upon completion of said improvement Mn/DOT agreed to release the trail to the jurisdiction of the City, and the County paid for the right-of-way acquisition and construction costs of this trail and agreed to "accept full responsibility and all obligations and liabilities arising out of the use, operation, maintenance, repair and reconstruction of the bituminous trail and all the facilities a part thereof hereunder constructed, without cost or expense to the State" or the City; and

WHEREAS, part of the MRRT – Central Segment currently occupies a portion of City street right-of-way along Cahill Avenue from Court House Boulevard to Inver Grove Trail and along Inver Grove Trail from Cahill Avenue to the railroad trestle near 100th Street East in accordance with a permit to work within the City's right-of-way issued by City and the City agrees to allow MRRT to occupy existing City right-of-way corridors as identified on Exhibit A and will issue to County a permit for a permanent regional trailway to occupy said City Right-of-Way; and

WHEREAS, part of the MRRT – Central Segment will occupy a City trail easement area the City acquired pursuant to an easement agreement from WWKM, LLC, recorded as Dakota County Recorder's Office Document No. 2621891, attached hereto as **Exhibit C**, which underlying property upon which this easement is located is now owned by County, and which trail easement the City will assign to the County by separate instrument, and the County hereby agrees to assume the obligations of the City to install five foot high black vinyl coated fencing pursuant to said easement agreement attached hereto as Exhibit C, and the County agrees to perform at the County's sole expense said obligations of the City to install five foot high black vinyl coated fencing as part of the County MRRT – Central Segment construction project; and

WHEREAS, part of the MRRT – Central Segment will occupy a City trail easement area the City acquired pursuant to a trail easement agreement from Independent School District No. 199, recorded as Dakota County Recorder's Office Document No.2546290, attached hereto as **Exhibit D**, and which trail easement agreement the City will assign to the County by separate instrument; and

WHEREAS, the County is responsible for securing land control necessary to accommodate the construction, maintenance, and operations of the MRRT – Central Segment; and

WHEREAS, this Agreement defines the roles and responsibilities of each party in regards to the construction of the MRRT - Central Segment; and

WHEREAS, this Agreement defines the rights of occupancy, maintenance and use of the entire MRRT that is constructed in the City through a separate Supplemental Maintenance Agreement ("SMA") that the parties will enter into, attached hereto as **Exhibit E**.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals. The parties hereby agree that the above-referenced recitals/WHEREAS clauses are true and correct, and constitute material terms of this Agreement; and, the above-referenced Exhibits are hereby made a part of this Agreement as follows:

Exhibit A	MRRT Map
Exhibit B	Mn/DOT Agreement No. 93749-R
Exhibit C	Easement agreement from WWKM, LLC recorded as Dakota County Recorder's Office Document No. 2621891
Exhibit D	Easement agreement from Independent School District No. 199 recorded as Dakota County Recorder's Office Document No. 2546290
Exhibit E	Supplemental Maintenance Agreement ("SMA")
Exhibit F	JPA between City and County executed by the City on August 11, 2008 and executed by the County on September 9, 2008, pursuant to County Board Resolution No. 08-332 for County Contract No. 9275

2. Construction and Engineering. The County, at its' expense, will design and construct the MRRT – Central Segment, including preparation of necessary plan sheets, specifications,

construction change orders and engineering and inspection required to construct the MRRT – Central Segment.

3. Land Acquisition. The County, at its expense, is responsible for acquisition for land required for the MRRT – Central Segment and securing all required permits.
4. City Access to Project Construction. The County agrees that the City will have the right, at City expense, to inspect all construction related activities and improvements. The County agrees to allow City staff access to a pre-construction meeting, and to construction progress meetings, as the City desires. The City may inspect the project to ensure compliance with the Storm Water Pollution Prevention Plan to prevent erosion to the greatest extent possible.
5. The City will be allowed to inspect any work that may affect the City's infrastructure, including but not limited to;
 - The existing underground storm water treatment system (Triton Chambers) at the east frontage road and Inver Grove Trail (near T.H. 52).
 - Existing conductivity boxes along Cahill Avenue. In the event that a conductivity box will end up on the paved trail, the City will provide a metal A-1 cover at County expense, the County shall be responsible for installing the A-1 cover at County expense.
 - Existing infrastructure such as storm sewers, sanitary sewers, water mains, related appurtenances and service lines
 - Any work near the existing Pine Bend lift station.
 - All curb removals and crosswalks on city streets
 - Existing City street signs
 - The new storm sewer at 102nd Street and at the intersection of Inver Grove Trail/Cahill Avenue.
 - Other City infrastructure that may be affected by the construction of the MRRT – Central Segment project.
6. City Standards. The County is responsible for meeting all City standards for the construction of the MRRT – Central Segment and completing all punch list items that result from the City inspections. The County shall provide the City with as-built record plans for the project.
7. Existing Underground Storm Water Treatment System. The County agrees to be responsible for any damage that may occur to the existing underground storm water treatment system (Triton Chambers) at the intersection of Inver Grove Trail and the East Frontage Road adjacent to T. H. 52 that is caused by construction of the MRRT – Central Segment. The County, at its expense, will accomplish a pre-construction video inspection of the treatment system and a post-construction video inspection before the project construction is finalized to

determine if the system was adversely affected by construction. The County agrees to make both videos available for City review in a timely manner

8. City Permits. The City will issue the County a permit to work within the City's right-of-way allowing the County and its contractors to work on City street right-of-way for the construction of the MRRT – Central Segment. The County, or its contractors, must secure a City building permit for retaining walls and/or other structures, and any other City permits as required by City Code, and the City hereby agrees to waive the City's permit fees for the permits obtained by County. The County and its contractors shall follow the designated haul routes for the project. The County shall be responsible for any and all costs associated with damage that occurs on the haul routes for this project that was caused by County or its agents or contractors.
9. Permits. The County will process permits for utility work and other activities within the County's right-of-way, and the City will process permits for utility work and other activities within the City's right-of-way.
10. Maintenance and Operations. The City and the County have more specifically defined the rights and responsibilities that each party agrees to assume for maintenance of the MRRT and the City's use of the MRRT. Such rights and responsibilities have been memorialized in a Supplemental Maintenance Agreement ("SMA"), attached hereto and incorporated herein as **Exhibit E**. The responsibilities and duties as set forth in **Exhibit E** may be amended from time to time by the Parties if reduced to writing, dated and signed by the duly authorized representative of each Party.
11. City Utilities. Payment for any and all water, sewer and electrical services consumed by trail fixtures will be as identified in **Exhibit E**.
12. Current Trail. The County accepts the current trail in its "as is", "where is" condition. Further, County shall be responsible for all pavement maintenance within trail right-of-way as identified in **Exhibit E** regarding maintenance issues to be determined by the Parties.
13. Right-of-Way. The City will deliver to County an executed and recordable permanent regional railway easement for the MRRT right-of-way located on City property and will issue to County a permit for a permanent regional railway to occupy City street right-of-way. The trail easement or permit will be for all railway parcels located on City-owned land, City street right-of-way and land upon which City has a trail easement, as identified on **Exhibit A**. If additional right-of-way is required for construction or maintenance of the MRRT in the City, the County will be solely responsible for obtaining any additional necessary right-of-way for trail construction or maintenance without cost to the City.

The County hereby accepts full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operations, maintenance, repair and reconstruction of the

bituminous trail that is alongside the Mn/DOT frontage road referenced in **Exhibit B**, at no cost to the City.

Upon the release by the State of Minnesota of the frontage road and bituminous trail that is referenced in **Exhibit B** to the jurisdiction of the City, the City shall grant County, at no cost, a permanent permit for a regional trailway over the existing bituminous trail Easement Right-of-Way.

14. Rules and Regulations. The County shall promulgate and enforce rules for use of the MRRT.

15. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this JPA and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this JPA and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. Both parties to this JPA recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466.

In the event of any claims or actions filed against either party, nothing in this JPA shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third party liability claim arising from the construction or maintenance of the MRRT, the Parties agree to require any contractors or subcontractors hired to do any of the work contemplated by this JPA to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minnesota Statutes §466.04 during the term of such activity. All such insurance policies shall name County and City as additional insureds.

16. Waiver. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any action or omission on the part of said City employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County. The opposite situation shall also apply: the City shall not be responsible under the Worker's Compensation Act for any employees of the County.

17. Audit. Pursuant to Minn. Stat. Sec. 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the JPA are subject to examination by the County and the City and either the Legislative Auditor or the

State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this JPA.

18. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this JPA and contained in the SMA attached hereto as Exhibit E shall supersede all prior negotiations, representations or agreements between the County and the City regarding the MRRT located in the City of Inver Grove Heights, whether written or oral, except as follows:

- a. A Trailway Easement and Temporary Construction Easement between City and County for a trail easement and facilities in Heritage Village Park, dated March 26, 2009, and recorded April 13, 2009 as Document No. 2649658 with the Dakota County Recorder's Office, shall remain in full force and effect.
- b. A Joint Powers Agreement between City and County for construction related to an additional segment of the MRRT, dated on or about September 9, 2008, County Contract No. 9275, and attached hereto for reference as **Exhibit F**, shall remain in full force and effect.
- c. A Joint Powers Agreement between City and County for cost contribution for architectural and engineering services related to the Mississippi River Regional Trail, dated July 28, 2011, and any amendments to said Joint Powers Agreement.
- d. Any future Joint Powers Agreement between the City and the County related to construction of the South Segment of the MRRT located within the City of Inver Grove Heights.

19. Authorized Representatives. The County's authorized representative for the purpose of the administration of this JPA is Lynn Thompson, Director of Physical Development, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-7007, or her successor. The City's authorized representative for the purpose of the administration of this Agreement is Scott Thureen, Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, phone (651) 450-2571, or his successor. All notices or communications required or permitted by this JPA shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

20. Term. This JPA shall be effective as the date of the signatures of the parties and shall remain in effect so long as the County owns the real property and easements for a regional bicycle and pedestrian trail. In the event the Parties mutually agree to terminate this JPA, the Dakota County Board of Commissioners will approve a resolution to quit claim its rights to the easements to the City, unless such action is contrary to law or not reasonable under the

circumstances. In the event of termination, the Parties shall be responsible for payment of all outstanding, incurred costs relative to their interests in the MRRT as of the date of termination. During the term of this Agreement and upon its termination the Parties shall retain ownership of their own respective personal property.

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

22. Relocation of MRRT Located Within City Right-of-Way. The parties agree that in the event that the City needs to widen, expand, and/or redesign its street, other transportation facilities, and/or utilities within the City's right-of-way, the City will reconstruct the displaced MRRT trail improvements within the existing City right-of-way where practical, or the City will acquire the necessary additional right-of-way and/or trail easement rights needed for the relocation of displaced MRRT trail improvements as part of the City's construction project. The County hereby agrees to reimburse the City for the City's construction project costs and right-of-way/trail easement acquisition costs attributable to the relocation of the displaced MRRT trail improvements including, but not limited to, trail improvement design, construction and inspections costs; and, including the additional right-of-way and/or trail easement acquisition/eminent domain process costs including, but not limited to, title costs, survey costs, City appraisal costs, landowner appraisal cost reimbursement pursuant to Minn. Stat. § 117.036, City attorney's fees, landowner attorney fee awards pursuant to Minn. Stat. § 117.031, and any commissioner's or jury award of just compensation. Alternatively, in the event that the relocation of displaced MRRT trail improvements reasonably necessitates the acquisition of additional right-of-way and/or trail easement rights, the County may choose to acquire said additional right-of-way and/or trail easement rights using the County Attorney's Office, and the County may also choose to separately contract for the reconstruction of the displaced MRRT trail improvements. The City agrees to provide the County with reasonable notice of a pending displacement of the MRRT trail improvements that cannot be practically relocated within existing City right-of-way, and the County agrees to provide the City with written confirmation of how the County wants to effectuate the relocation of displaced MRRT trail improvements outside of existing City right-of-way in a timely manner that does not unreasonably delay the City construction project.

23. Amendments. Any alterations, variations, modifications, assignments or waivers of the provisions of this JPA shall only be valid when they have been reduced to writing and signed by authorized representatives of both parties.

24. Inver Grove Trail Drainage Restoration. Pursuant to paragraph 12 of the JPA between City and County executed by the City on August 11, 2008 and executed by the County on September 9, 2008, pursuant to County Board Resolution No. 08-332 for County Contract No. 9275, attached hereto as Exhibit F, the County hereby agrees to construct the following Inver Grove Trail drainage restoration and modification improvements (which are referenced in correspondence dated February 2, 2012, from City Engineer Thomas J. Kaldunski to Bruce Blair of the Dakota County Parks Department) at the County's expense as part of the County's MRRT – Central Segment construction project which are hereinafter generally described as follows and which refer to engineering plans on file with the City:

- a. The County shall construct a drainage swale on the southerly boulevard of Inver Grove Trail from engineering plan station 141+00 to 148+00.
- b. The County shall construct a concrete swale at the existing curb cut near engineering station 144+35.
- c. The County shall construct new curb and install a high capacity inlet structure from engineering station 144+35 to 141+00 on the northerly side of Inver Grove Trail.
- d. The County shall construct new curb on the southerly side of Inver Grove Trail from engineering station 134+80 to 136+50, and the County shall install a new catch basin and shall install boulevard fill followed by restoration.

IN WITNESS THEREOF, the parties have caused this Joint Powers Agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

Date _____

APPROVED AS TO FORM:

City Attorney/Date

By _____
Mayor George Tourville

Date _____

Attest: _____
Deputy City Clerk Melissa Rheaume

Date _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

Steve Sullivan, Director
Parks and Open Space

Date _____

APPROVED AS TO FORM:

County Attorney/Date

By _____
Lynn Thompson, Director
Physical Development

Date _____

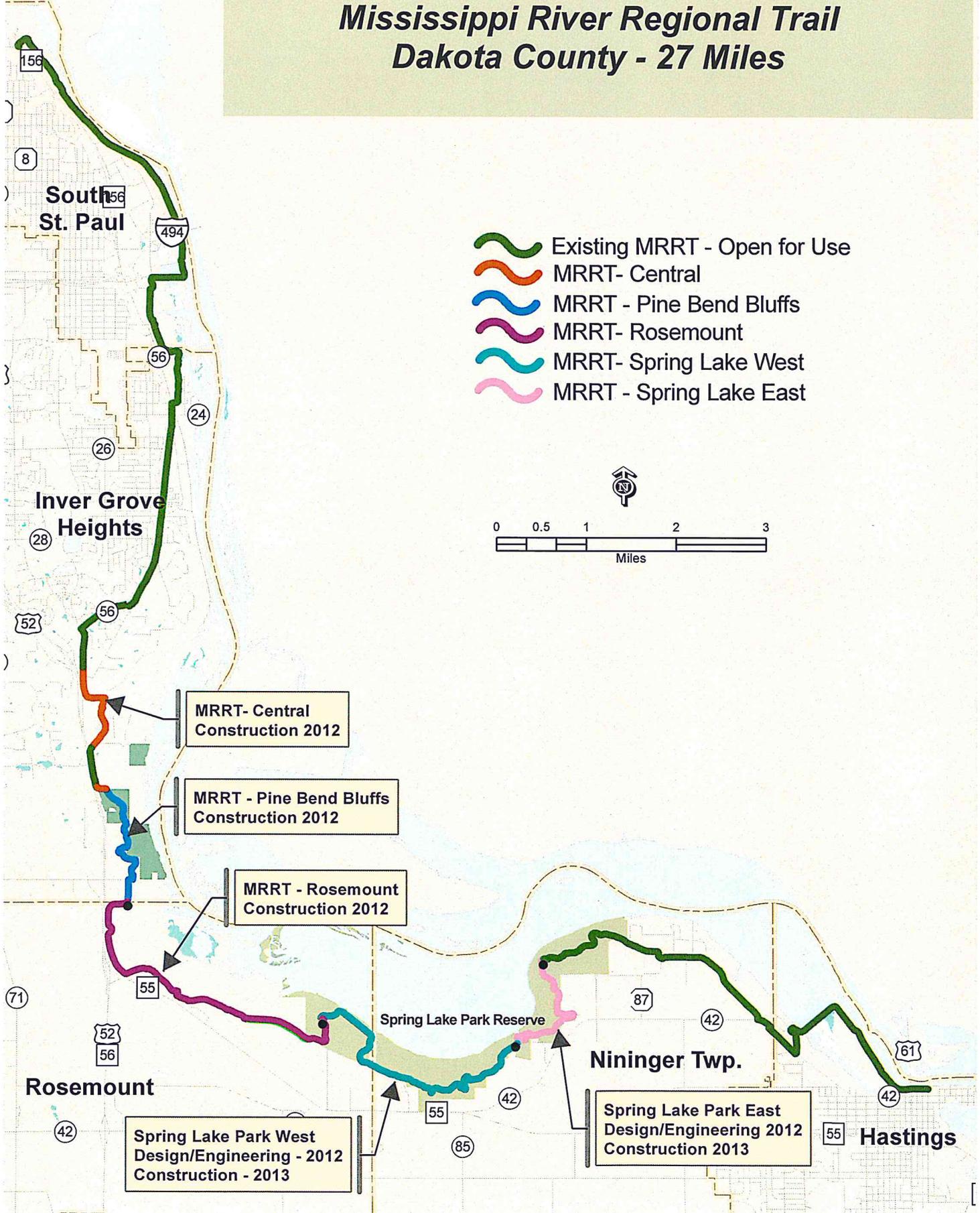
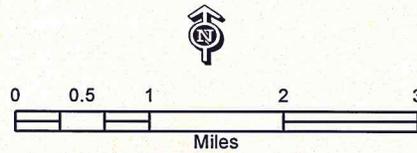
Dakota County Board
Resolution No. _____

Contract No. _____

K/K11-154 JPA for MRRT in IGH 2-15-12

Mississippi River Regional Trail Dakota County - 27 Miles

- Existing MRRT - Open for Use
- MRRT- Central
- MRRT - Pine Bend Bluffs
- MRRT- Rosemount
- MRRT- Spring Lake West
- MRRT - Spring Lake East





PRE-LETTING
SERVICES
SECTION

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COOPERATIVE CONSTRUCTION
AGREEMENT

Mn/DOT
AGREEMENT NO.
93749-R

S.P. 1907-68 (T.H. 52=053)
S.P. 1907-(19035)
S.P. 91-090-61
Fed. Proj. HSIP-TEA 0052(318)

The State of Minnesota
Department of Transportation, and
Dakota County
Re: County cost bituminous trail
construction and right-of-way
acquisition by the State
adjacent to T.H. 52

AMOUNT ENCUMBERED
(None)

ESTIMATED AMOUNT
RECEIVABLE
\$76,401.68

THIS AGREEMENT is made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State" and Dakota County, Minnesota, acting by and through its Board of Commissioners, hereinafter referred to as the "County".

WHEREAS, the State is about to perform access closure, frontage road, municipal utility, bituminous trail, and Bridge No. 19035 construction and other associated construction upon, along and adjacent to Trunk Highway No. 52 from 111th Avenue to Inver Grove Trail within the corporate limits of the City of Inver Grove Heights in accordance with State plans, specifications and special provisions designated as State Project No. 1907-68 (T.H. 52-053) and in the records of the Federal Highway Administration as Minnesota Project HSIP-TEA 0052(318); and

WHEREAS, the County has requested that the State include in its contract bituminous trail construction and other associated construction to be performed under the construction contract; and

WHEREAS, the County's request for construction of the 10 foot wide bituminous trail required additional right-of-way acquisition; and

WHEREAS, the State has requested participation by the County in the costs of the bituminous trail construction, associated construction engineering and right-of-way acquisition; and

WHEREAS, the County has expressed its willingness to participate in the costs of the bituminous trail construction, associated construction engineering and right-of-way acquisition as hereinafter set forth; and

WHEREAS, it is anticipated that Federal funding will be applied to certain portions of the County cost participation construction, and if so, the cost of the County participation construction and associated construction engineering will be reduced by the amount of Federal funding received therefore; and

WHEREAS, upon completion of the contract construction to be performed under the construction contract, the State will release the frontage

road, including the bituminous trail running adjacent to it, to the jurisdiction of the City of Inver Grove Heights as hereinafter set forth; and

WHEREAS, in connection with the State contract, City cost participation construction to be performed upon, along and adjacent to Trunk Highway No. 52 under State Project No. 1907-68 (T.H. 52=053) will be covered under Agreement No. 93748 between the State and the City of Inver Grove Heights; and

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purpose of constructing, maintaining and improving the trunk highway system.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - CONSTRUCTION BY THE STATE

Section A. Contract Award

The State shall advertise for bids and award a construction contract to the lowest responsible bidder for State Project No. 1907-68 (T.H. 52=053) in accordance with State plans, specifications and special provisions which are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and are incorporated into this Agreement by reference.

Section B. Direction and Supervision of Construction

The State shall direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction shall be performed in compliance with the approved plans, specifications and special provisions.

Section C. Plan Changes, Additional Construction, Etc.

The State shall make changes in the plans and contract construction, which may include the County cost participation construction covered under this Agreement, and shall enter into any necessary addenda, change orders and supplemental agreements with the State's contractor, which are necessary to cause the contract construction to be performed and completed in a satisfactory manner. However, the State District Engineer's authorized representative will inform the appropriate County official of any proposed addenda, change orders and supplemental agreements to the construction contract which will affect the County cost participation construction covered under this Agreement.

Section D. Satisfactory Completion of Contract

The State shall perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

ARTICLE II - INSPECTION BY THE COUNTY

The County cost participation construction covered under this Agreement shall be open to inspection by the County. If the County believes the County cost participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County shall inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State shall have the exclusive right to determine whether the State's contractor has satisfactorily performed the County cost participation construction covered under this Agreement.

ARTICLE III - BASIS OF PAYMENT BY THE COUNTY

Section A. SCHEDULE "I"

A Preliminary SCHEDULE "I" is attached and incorporated into this Agreement. The Preliminary SCHEDULE "I" includes all anticipated

County cost participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

Section B. County Cost Participation Construction

The County shall participate at a rate of 100 Percent minus all anticipated County Federal-aid funding (20 Percent) in the bituminous trail construction to be performed upon, along and adjacent to Trunk Highway No. 52 from 111th Avenue to Inver Grove Trail within the corporate limits of the City of Inver Grove Heights in accordance with State plans, specifications and special provisions designated as State Project No. 1907-68 (T.H. 52=053). The construction includes, but is not limited to, those construction items as tabulated on Sheet No. 2 of the attached Preliminary SCHEDULE "I" and the County's proportionate share of item costs for mobilization, field office, field laboratory and traffic control.

Section C. Construction Engineering Costs

The County shall pay a construction engineering charge in an amount equal to 8 percent of the total cost of the County participation construction covered under this Agreement.

Section D. Right-of-Way Acquisition Costs

The County shall pay, as the County's full and complete share of the costs of the right-of-way acquisition incurred by the State in connection with the bituminous trail construction, a lump sum in the amount of \$52,347.00 as shown on Sheet No. 1 of the attached Preliminary Schedule "I".

Section E. Addenda, Change Orders and Supplemental Agreements

The County shall share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to

complete the County cost participation construction covered under this Agreement.

Section F. Liquidated Damages

All liquidated damages assessed the State's contractor in connection with the construction contract shall result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

Section G. County Cost May Include Anticipated Federal Aid

It is anticipated that Federal funding will be applied to the County cost participation construction as indicated in Section B of this article, and to the associated construction engineering. County costs shall include an amount equal to all anticipated Federal funding not applied to the County cost participation construction and associated construction engineering.

ARTICLE IV - PAYMENT BY THE COUNTY

Section A. Estimate and Advancement of the County's Cost Share

It is estimated that the County's share of the costs of the contract construction, plus the construction engineering and right-of-way acquisition cost shares, is the sum of \$76,401.68 as shown in the attached Preliminary SCHEDULE "I". Upon award of the construction contract the State shall prepare a Revised SCHEDULE "I" based on construction contract unit prices:

After the following conditions have been met, the County shall advance to the Commissioner of Transportation the County's total estimated construction, construction engineering and right-of-way acquisition cost shares, as shown in the Revised SCHEDULE "I":

1. Execution and approval of this Agreement and the State's transmittal of it to the County along with a copy of the Revised SCHEDULE "I".
2. Receipt by the County of a written request from the State for the advancement of funds.

Section B. Final Payment by the County

Upon completion and acceptance of the contract construction, computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State shall prepare a Final SCHEDULE "I" and submit a copy to the County. The Final SCHEDULE "I" shall be based on final quantities, and include all County cost participation construction items plus the construction engineering and right of way cost shares covered under this Agreement. In accordance with Article III, Section G. of this Agreement, the Final SCHEDULE "I" shall also include County costs in an amount equal to all Federal funding not applied to the County cost participation construction and associated construction engineering. If the final cost of the County participation covered under this Agreement exceeds the amount of funds advanced by the County, the County shall, upon receipt of a request from the State, promptly pay the difference to the State without interest. If the final cost of the County participation covered under this Agreement is less than the amount of funds advanced by the County, the State shall promptly return the balance to the County without interest.

Pursuant to Minnesota Statutes Section 15.415, the State waives claim for any amounts less than \$5.00 over the amount of County funds previously advanced to the State, and the County waives claim for the return of any amounts less than \$5.00 of those funds advanced by the County.

Section C. Acceptance of County's Cost and Completed Construction

The computation by the State of the amount due from the County shall be final, binding and conclusive. Acceptance by the State of the completed contract construction shall be final, binding and conclusive upon the County as to the satisfactory completion of the contract construction.

ARTICLE V - GENERAL PROVISIONS

Section A. Plan Changes

The County may request changes in the plans. . If the State determines that the requested plan changes are necessary or desirable, the State will cause those plan changes to be made. The State reserves the right to invoice the County for the cost of any additional County requested work and associated construction engineering prior to the completion of the contract construction.

Section B. Maintenance by the County

Upon completion of the bituminous trail construction to be performed under the construction contract, the County shall provide for the proper maintenance of the trail, without cost or expense to the State. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, mowing, trimming, signing, pavement marking, and any other maintenance activities necessary to perpetuate the trail in a safe and usable condition.

Upon satisfactory completion of the modular block retaining wall construction to be performed under the construction contract, the County shall provide for the proper maintenance of and keep in repair the block retaining wall, without cost or expense to the State. Maintenance and repair includes, but is not limited to, graffiti removal, surface and structural repair, and any other maintenance activities necessary to perpetuate the wall in a safe, usable and aesthetically acceptable condition.

Section C. Future Responsibilities

Upon completion of the bituminous trail construction to be performed under the construction contract, the County shall thereafter accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the bituminous trail and all of the facilities a part thereof constructed hereunder, without cost or expense to the State.

Section D. Release and Conveyance of Roadways

The State shall, upon completion of the frontage road and bituminous trail construction and all of the facilities a part thereof constructed under the construction contract, release the frontage road and bituminous trail to the jurisdiction of the City of Inver Grove Heights, and after all necessary and required documents have been prepared and processed, the State shall convey to the City all right, title and interest of the State in the frontage road and bituminous trail. The City shall then become the road authority responsible for the frontage road and bituminous trail.

Section E. Examination of Books, Records, Etc.

As provided by Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of each party relevant to this Agreement are subject to examination by each party, and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from final payment.

Section F. Claims

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Section 3.736 and other applicable law govern liability of the State.

Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.

Section G. Agreement Approval

Before this Agreement becomes binding and effective, it shall be approved by a County Board of Commissioners resolution and executed by such State and County officers as the law may provide in addition to the Commissioner of Transportation or their authorized representative.

ARTICLE VI - AUTHORIZED AGENTS

The State's Authorized Agent for the purpose of the administration of this Agreement is Maryanne Kelly-Sonnek, Municipal Agreements Engineer, or her successor. Her current address and phone number are 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155, (651) 366-4634.

The County's Authorized Agent for the purpose of the administration of this Agreement is Steve Sullivan, Dakota County Parks Directory, or his successor. His current address and phone number are 14955 Galaxie Avenue, Apple Valley, MN 55124, (952) 891-7088.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

DAKOTA COUNTY

Recommended for approval:

By _____
County Engineer

Approved as to form:

By _____
Assistant County Attorney

Approved:

By _____
Physical Development Director

Date _____

DEPARTMENT OF TRANSPORTATION

Recommended for approval:

By _____
District Engineer

Approved:

By _____
State Design Engineer

Date _____

Approved as to form and execution:

By _____
Contract Management

Date _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By _____

Date _____

Receipt#: 23033

ABSTRACT FEE

\$46 00

2621891



Recorded on: 11/7/2008 11:07:15AM
By STG, Deputy

Return to
LEVANDER GILLEN & MILLER
633 SO CONCORD ST
SUITE 400, ATT ANITA S
SO ST PAUL, MN 55075

Joel T Beckman County Recorder
Dakota County, MN

PERMANENT DRAINAGE EASEMENT

AND

PERMANENT ACCESS EASEMENT THROUGH EXISTING UTILITY EASEMENT

AND

PERMANENT ACCESS EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT



THIS EASEMENT, made, granted and conveyed this 13th day of October, 2008, between WWKM, LLC, a Minnesota limited liability company, hereinafter referred to as "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached Exhibit 1 (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 the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1) A permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and storm water ponding, drainage, collection and control facilities (hereinafter "Permanent Drainage Easement") under, over, across, through and upon that real property identified and legally described on Exhibit No. 2 and depicted on Exhibit No. 3, (hereinafter the "Permanent Drainage Easement Area") attached hereto and incorporated herein by reference.

- 2) **A permanent easement through the existing utility easement for pedestrian trail purposes and for a non-motorized recreational trail and also for vehicular access, vehicular ingress and egress and vehicular driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces (hereinafter "Permanent Access Easement Through Existing Utility Easement") under, over, across, through and upon that real property identified and legally described on Exhibit No. 2 and depicted on Exhibit No. 3, (hereinafter the "Permanent Access Easement Through Existing Utility Easement Area") attached hereto and incorporated herein by reference.**

This Permanent Access Easement Through Existing Utility Easement includes, but is not limited to, use of the Permanent Access Easement Through Existing Utility Easement Area for use as a pedestrian trail and for a non-motorized recreational trail and includes such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use, but does not include horseback riding.

Prior to or contemporaneously with the construction of the pedestrian and non-motorized recreational trail, the City will cause to be constructed a five (5) foot high black vinyl coated fence without top rails or gates in the following two (2) locations:

1. On Landowner's Property along the northerly side of the trail within the Permanent Access Easement Through Existing Utility Easement; and
2. Along the easterly side of the trail being constructed on the Mn/DOT right-of-way. In this particular location, the fence shall be constructed within the right-of-way; provided however, that if Landowner consents in writing, segments of the fence may be placed on Landowner's Property outside of but near the right-of-way in order to accommodate any safety design considerations of Mn/DOT.

- 3) **A permanent easement for vehicular access, vehicular ingress and egress and vehicular driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces (hereinafter "Permanent Access Easement") under, over, across, through and upon that real property identified and legally described on Exhibit No. 2 and depicted on Exhibit No. 3, (hereinafter the "Permanent Access Easement Area") attached hereto and incorporated herein by reference.**
- 4) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "Temporary Easement") under, over, across, through and upon that real property identified and legally described on Exhibit No. 2 and depicted on Exhibit No. 3, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on December 31, 2010.**

The Permanent Drainage Easement rights granted herein pursuant to paragraph 1 above are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any storm water ponds, storm water collection facilities, storm water control improvements, sanitary sewer, storm sewer, water mains, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Drainage Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, designees, agents and servants

- a.) to enter upon the Permanent Drainage Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement, and
- b.) to maintain the Permanent Drainage Easement Area, any City 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
- c.) to remove from the Permanent Drainage 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 Drainage Easement Area; and

- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Drainage Easement Area as the City may deem appropriate, and
- e.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- f.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- g.) to remove from the Temporary Easement Area during the term of its existence 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 Temporary Easement Area; and
- h.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City 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 the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit No. 1 and has good right to grant and convey the easements herein to the City.

The City agrees that at the City's expense, the City, by December 31, 2009, will install an eight-inch diameter sanitary sewer stub to the Landowner's Property line, install a sanitary manhole at the Landowner's Property line and install an eight-inch diameter water main stub to the Landowner's Property line as part of Southern Sanitary Sewer System Improvement, City Project No. 2003-03.

The City agrees that if City Project No. 2008-11 is ordered and constructed, then the City, at City's expense, will install two (2) additional sanitary sewer stubs and two (2) additional water sewer stubs to the Landowner's Property line and the Landowner shall reimburse the City for the cost of furnishing and installing the sanitary sewer service manhole that was installed with Project No. 2003-03.

As part of City Project 2008-10, the City, at the City's expense, will do the following by December 31, 2009:

- a. size and install storm sewer in the easement to allow connection of private storm sewer for the Landowner's Property,
- b. adjust the location of the two (2) storm sewer manholes located in the easement to position them as close as possible to the east and the west Landowner's Property lines, and
- c. size and construct the storm water ponds on the Rechtzigel and Nuorala parcels to meet the stormwater needs of the Landowner's Property for its ultimate development condition.

Landowner currently has an easement on the Rechtzigel Property for stormwater purposes. Upon execution of this Easement between the City and Landowner, the Landowner will deliver to an escrow agent (mutually agreeable to City and Landowner) a release of the stormwater easement that Landowner holds on the Rechtzigel Property. Upon completion of the work identified above relating to City Project 2008-10, Landowner and City agree that the escrow agent shall deliver the recordable release to the City and the release shall thereafter be recorded by the City with the result that Landowner's easement on the Rechtzigel property for stormwater purposes is thereby released.

The City will relocate the Rechtzigel driveway from its current location on the Landowner's Property to the location shown on sheets 11 and 12 of 31 in the plan set for Ravine Ponds Improvement, City Project No. 2008-10, dated July 11, 2008. Upon execution of this Easement between City and Landowner, the City will obtain from Rechtzigel a release of the Rechtzigel driveway easement on the Landowner's Property; such release will be delivered to an escrow agent (mutually agreeable to the City and Rechtzigel) and upon completion of the relocation of the Rechtzigel driveway, the City will cause the release to be recorded.

Regarding Landowner's Property, the City waives any Tree Preservation Ordinance fees due for removal of trees associated with the grading of the site per the grading plan associated with Land Alteration Permit No C-064-03.

Upon execution of the this Easement between the City and Landowner, the Landowner shall deliver to Rechtzigel a recordable release whereby Landowner releases Rechtzigel from any obligations of Rechtzigel in connection with the March 14, 2006, Purchase Agreement between Rechtzigel and WWKM, LLC relating to past or future tree removal on Landowner's Property and relating to obligations under the City's Tree Preservation Ordinance with respect to Landowner's Property and with respect to any obligations of Rechtzigel contained in the Purchase Agreement relating to the grading, erosion control or construction of stormwater ponds and other stormwater facilities on the Rechtzigel property for the benefit of Landowner.

The City agrees that the City, at its expense, shall repair and restore any damage to Landowner's Property caused by or occurring during the City's maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area. The City's obligation hereunder to repair and restore damage to Landowner's Property shall only require repair and restoration to the same or substantially similar condition of Landowner's Property prior to the City's maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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

[the remainder of this page has been intentionally left blank]

EXHIBIT NO. 1
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

That part of the North Half of the Southwest Quarter of Section 27, Township 27, Range 22, lying easterly of the following described line:

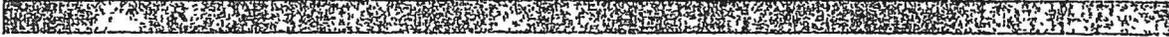
Commencing at the Northeast corner of said North Half of the Southwest Quarter; thence South 89 degrees 53 minutes 24 seconds West (assumed bearing) along the North line thereof a distance of 952.71 feet to the point of beginning of line to be described; thence South 9 degrees 47 minutes 00 seconds East a distance of 666 98 feet; thence Southeasterly along a tangential curve to the left, central angle of 6 degrees 50 minutes 38 seconds, Radius of 5729.58 feet, a distance of 684.39 feet to the South line of said North Half of the Southwest Quarter and said line there terminating. Dakota County, Minnesota.

Except Railroad right-of-way Subject to highway easement and other easements of record.

(the "Landowner's Property").

(A) AC NESW 27-27-22
(20-02700-014-50)

EXHIBIT NO. 2
LEGAL DESCRIPTION OF EASEMENT AREAS



PERMANENT DRAINAGE EASEMENT AREA

A permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and storm water ponding, drainage, collection and control facilities and all such purposes ancillary, incident or related thereto, over, under, across, through and upon a 30 foot wide strip of land over and across that part of the Landowner's Property lying 30 feet northerly of the following described line.

Commencing at the southeast corner of said North Half of the Southwest Quarter; thence north along the east line of said North Half of the Southwest Quarter a distance of 393.57 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence North 89 degrees 52 minutes 37 seconds West a distance of 681.02 feet to the easterly right-of-way for Highway No. 52 as depicted on Minnesota Department of Transportation Right of Way Plat 19-149 and there terminating. The north line of said 30 foot strip to be extended or shortened to said highway right-of-way and said east line of said North Half of the Southwest Quarter.

(The "Permanent Drainage Easement Area"). The Permanent Drainage Easement Area contains 20,525.39 Sq. Ft., 0.47 acres more or less.



Ⓜ (A) Pt NE SW 27-27-22

**PERMANENT ACCESS EASEMENT THROUGH EXISTING
UTILITY EASEMENT AREA**

Together with:

A permanent easement through the existing utility easement for vehicular access, vehicular ingress and egress and vehicular driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces over, under, across, through and upon a 20 foot wide strip of land over and across that part of the above described Landowner's Property being 20 feet southeasterly of the following described line:

Commencing at the southeast corner of said North Half of the Southwest Quarter; thence north along the east line of said North Half of the Southwest Quarter a distance of 280.03 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence South 30 degrees 11 minutes 14 seconds West a distance of 68 15 feet; thence along a tangential curve to the left, central angle of 4 degrees 57 minutes 52 seconds, Radius of 110.00 feet, a distance of 9.53 feet; thence South 25 degrees 13 minutes 21 seconds West a distance of 38 69 feet; thence along a tangential curve to the right, central angle of 26 degrees 23 minutes 05 seconds, Radius of 40 00 feet, a distance of 18 42 feet, said strip to terminate at the westerly line of a 66 foot wide pipeline easement granted to Minnesota Pipe Line Company as recorded in Book 64 of Miscellaneous Records on page 381

AND.

A permanent easement through the existing utility easement for pedestrian trail purposes and for a non-motorized recreational trail and also for vehicular access, vehicular ingress and egress and vehicular driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces over, under, across, through and upon the south 87.5 feet of the Landowner's Property excepting therefrom that part lying northerly of the following described line.

Beginning at a point 180.50 feet westerly along the north line of the south 87.5 feet from the northeast corner thereof; thence South 74 degrees 47 minutes 26 seconds West a distance of 64.59 feet; thence along a tangential curve to the right, central angle of 15 degrees 58 minutes 03 seconds, Radius of 90.00 feet, a distance of 25.08 feet; thence North 89 degrees 14 minutes 32 seconds West a distance of 315.13 feet; thence along a tangential curve to the left, central angle of 13 degrees 27 minutes 45 seconds, Radius of 60.00 feet, a distance of 14.10 feet to the easterly right-of-way for Highway No. 52 as depicted on Minnesota Department of Transportation Right of Way Plat 19-149 and there terminating.

(The "Permanent Access Easement Through Existing Utility Easement Area" includes both such easements described above). The Permanent Access Easement Through Existing Utility Easement Area contains 46,961.74 Sq. Ft., 1.08 acres more or less.

PERMANENT ACCESS EASEMENT AREA

Together with:

A permanent easement for vehicular access, vehicular ingress and egress and vehicular driveway purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of driveway surfaces over, under, across, through and upon a 20 foot wide strip of land over and across that part of the above described Landowner's Property being 20 feet southeasterly of the following described line

Commencing at the southeast corner of said North Half of the Southwest Quarter; thence north along the east line of said North Half of the Southwest Quarter a distance of 280.03 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence South 30 degrees 11 minutes 14 seconds West a distance of 68 15 feet; thence along a tangential curve to the left, central angle of 4 degrees 57 minutes 52 seconds, Radius of 110.00 feet, a distance of 9.53 feet; thence South 25 degrees 13 minutes 21 seconds West a distance of 38.69 feet, thence along a tangential curve to the right, central angle of 26 degrees 23 minutes 05 seconds, Radius of 40.00 feet, a distance of 18.42 feet; said strip to begin at the westerly line of a 66 foot wide pipeline easement granted to Minnesota Pipe Line Company as recorded in Book 64 of Miscellaneous Records on page 381; thence South 51 degrees 36 minutes 26 seconds West a distance of 14.89 feet; thence along a tangential curve to the left, central angle of 10 degrees 35 minutes 02 seconds, Radius of 210.85 feet, a distance of 38.95 feet; thence South 41 degrees 01 minutes 24 seconds West a distance of 20.82 feet; thence along a tangential curve to

the right, central angle of 33 degrees 46 minutes 02 seconds, Radius of 40.00 feet, a distance of 23.57 feet; thence South 74 degrees 47 minutes 26 seconds West a distance of 44.17 feet to the north line of the south 87.5 feet and there terminating.

(The "Permanent Access Easement Area"). The Permanent Access Easement Area contains 2,545.07 Sq. Ft., 0.06 acres more or less.

TEMPORARY EASEMENT AREA

Together with.

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon an 80 foot wide strip of land over and across that part of the Landowner's Property being 65 feet northerly and 15 feet southerly of the following described line:

Commencing at the southeast corner of said North Half of the Southwest Quarter; thence north along the east line of said North Half of the Southwest Quarter a distance of 393.57 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence North 89 degrees 52 minutes 37 seconds West a distance of 681.02 feet to the easterly right-of-way for Highway No. 52 as depicted on Minnesota Department of Transportation Right of Way Plat 19-149 and there terminating, excepting therefrom the above described Permanent Drainage Easement Area. The lines of said 80 foot strip to be extended or shortened to said highway right-of-way and said east line of said North Half of the Southwest Quarter.

AND,

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that part of the Landowner's Property bounded by the following described line:

Commencing at the southeast corner of said North Half of the Southwest Quarter, thence north along the east line of said North Half of the Southwest Quarter a distance of 220.87 feet to the point of beginning, said east line bears North 00 degrees 17 minutes 07 seconds West; thence South 30 degrees 11 minutes 14 seconds West a distance of 17.16 feet, thence on a tangential curve to the left, central angle of 4 degrees 57 minutes 52 seconds, Radius of 80.00 feet, a distance of 6.93 feet; thence South 25 degrees 13 minutes 21 seconds West a distance of

38 69 feet; thence on a tangential curve to the right, central angle of 26 degrees 23 minutes 05 seconds, Radius of 70.00 feet, a distance of 32.23 feet; thence South 51 degrees 36 minutes 26 seconds West a distance of 1.67 feet, to the westerly line of a 66 foot wide pipeline easement granted to Minnesota Pipe Line Company as recorded in Book 64 of Miscellaneous Records on page 381; thence South 1 degree 56 minutes 56 seconds East along said westerly line a distance of 51.32 feet to the north line of the south 87.5 feet; thence North 89 degrees 57 minutes 36 seconds West along said north line a distance of 180.50 feet; thence South 74 degrees 47 minutes 26 seconds West a distance of 64.59 feet; thence along a tangential curve to the right, central angle of 15 degrees 58 minutes 03 seconds, Radius of 90.00 feet, a distance of 25.08 feet; thence North 89 degrees 14 minutes 32 seconds West a distance of 315.13 feet; thence along a tangential curve to the left, central angle of 13 degrees 27 minutes 45 seconds, Radius of 60.00 feet, a distance of 14.10 feet to the easterly right-of-way for Highway No. 52 as depicted on Minnesota Department of Transportation Right of Way Plat 19-149; thence North 15 degrees 09 minutes 31 seconds West along said right-of-way 30.68 feet; thence North 70 degrees 43 minutes 27 seconds East a distance of 129.66 feet; thence South 89 degrees 57 minutes 42 seconds East a distance of 188.49 feet; thence South 80 degrees 03 minutes 56 seconds East a distance of 172.00 feet; thence North 37 degrees 53 minutes 23 seconds East a distance of 121.58 feet; thence North 25 degrees 13 minutes 21 seconds East a distance of 9.00; thence along a tangential curve to the right, central angle of 4 degrees 57 minutes 52 seconds, Radius of 120 00 feet, a distance of 10.40 feet; thence North 30 degrees 11 minutes 14 seconds East a distance of 85.14 to the east line of said North Half of the Southwest Quarter; thence south along said east line a distance of 78.88 feet to the point of beginning, excepting therefrom the above described Permanent Access Easement Area and Permanent Access Easement Through Existing Utility Easement Area.

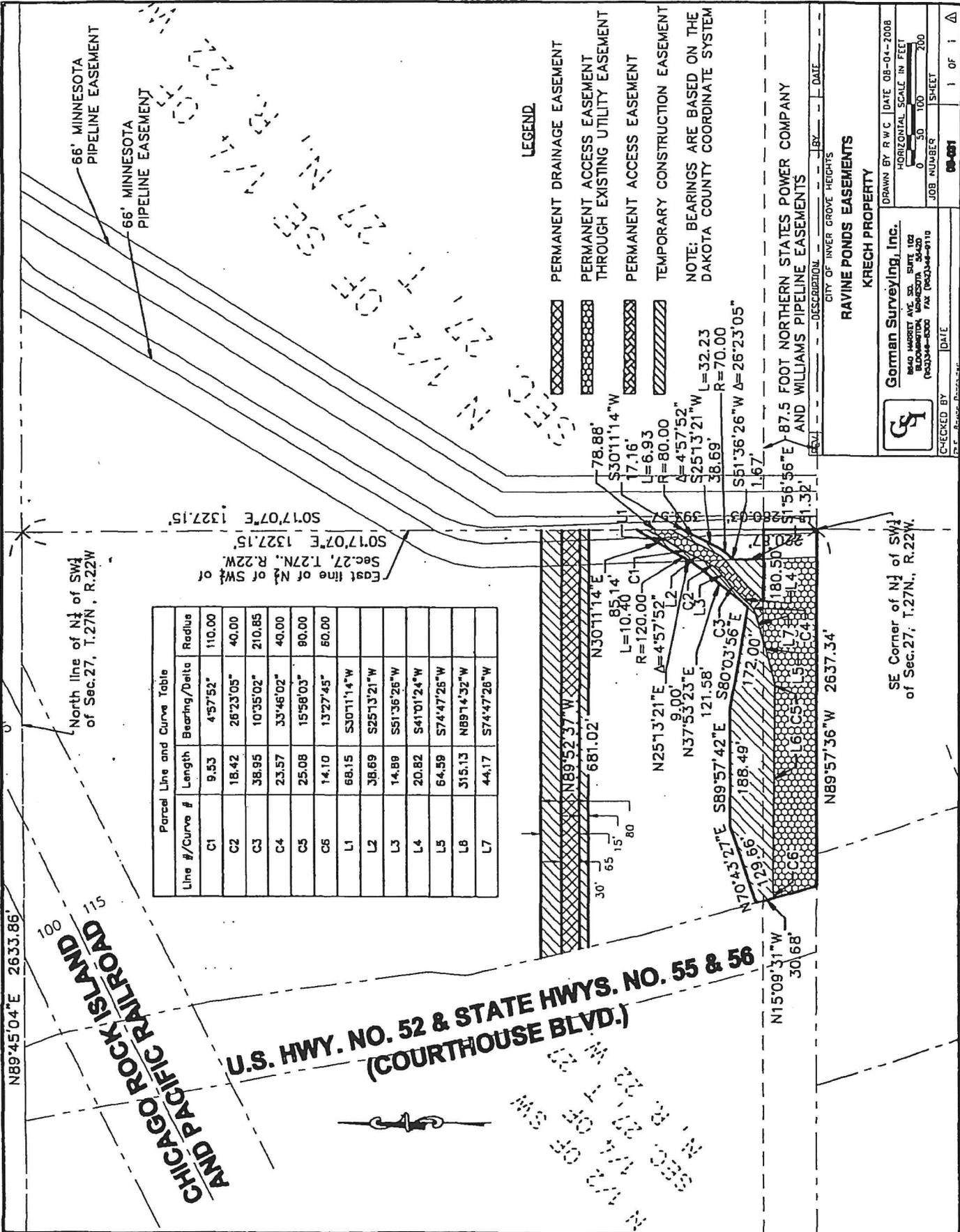
Said Temporary Easements shall expire on December 31, 2010.

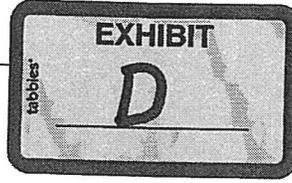
(The "Temporary Easement Area" includes both Temporary Easements described above.) The Temporary Easement Area contains 67,796.25 Sq. Ft., 1.56 acres more or less.



EXHIBIT NO. 3

**DEPICTION OF PERMANENT DRAINAGE EASEMENT AREA,
PERMANENT ACCESS EASEMENT THROUGH EXISTING UTILITY
EASEMENT AREA, PERMANENT ACCESS EASEMENT AREA AND
TEMPORARY EASEMENT AREA**





LeVander, Miller
+ Miller @ 3

2546290

Office of the County Recorder
Dakota County, Minnesota
09/25/2007 at 01:30pm
Certified and filed on
the date and time above.
Joel T. Beckman, County Recorder
By: TB, Deputy

Fee: 46.00
Check: 035158/138.00
Return:
Levander, Gillen & Miller

DATE RECEIVED SEPTEMBER 25, 2007
DAKOTA COUNTY
TREASURER-AUDITOR *KC*

TRAIL EASEMENT AGREEMENT

THIS AGREEMENT, made this 26th day of March, 2007, between Independent School District No. 199, a public school corporation existing under the laws of the State of Minnesota ("Landowner"), and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota ("City").

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached Exhibit A. (Hereinafter "LANDOWNER'S PROPERTY").

Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does grant and convey to the City, its successors and assigns, forever, a permanent easement and right-of-way for a trail over, under and across and through the following described property:

That part of the LANDOWNER'S PROPERTY lying westerly of Inver Grove Trail and lying easterly of a line 54 feet westerly of and parallel with the following described Line A from Point B to Point E and lying southerly of the following described Line B; EXCEPT that part of the LANDOWNER'S PROPERTY described as beginning at the intersection of the westerly line of Inver Grove Trail with said Line B; thence westerly along said Line B 20.00 feet; thence southeasterly to a point on said westerly line of Inver Grove Trail, 20.00 feet southerly of the point of beginning; thence northerly along said westerly line of Inver Grove Trail, 20.00 feet to the point of beginning.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West;

thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE1/4 of the SW1/4 of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

Line B: Beginning at said Point E; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 117.23 feet; thence westerly 109.49 feet along a non-tangential curve, concave to the south, having a radius of 240.00 feet, and a central angle of 26 degrees 08 minutes 20 seconds, to a point 36 feet southerly at right angles to said Line A from said Point G and said line there terminating.

The easement shall be for use as a pedestrian and non-motorized recreational trail and shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, the easement may be used by public emergency motorized vehicles and public maintenance motorized vehicles. The easement will not be used by other motorized vehicles, or by all terrain vehicles, or by snowmobiles, and the easement will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the easement area unless written approval is granted by the City. The Landowner shall not be responsible for the maintenance of the trailway or any costs associated therewith.

EXEMPT FROM STATE DEED TAX

The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or

contaminants which may have existed on, or which relate to, the easement area or property prior to the date hereof.

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

Landowner, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to said City.

Landowner has caused this agreement to be executed as of the day and year set forth above.

LANDOWNER:
Independent School District No. 199

By: Phil Prokopowicz
Phil Prokopowicz
Its: School Board Chair

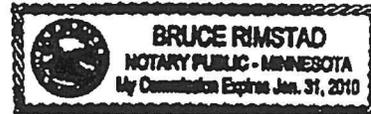
By: Keri Myran
Keri Myran
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of March, 2007, before me a Notary Public within and for said County, personally appeared Phil Prokopowicz and Keri Myran to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District No. 199, a Minnesota public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the public school corporation and said Phil Prokopowicz and Keri Myran acknowledged said instrument to be the free act and deed of the public school corporation.



Notary Public



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

After recording, please return to:
Kenneth J. Rohlf
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

That part of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) in Section 22, Township 27, Range 22, and that part of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) in Section 27, Township 27, Range 22, described as commencing at the Northwest corner of the said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), thence East along the North line thereof to its intersection with a line running parallel to and 300 ft. East of the West line of the said SE ¼ of the SW ¼, which point of intersection is the point of beginning, thence South parallel to the West line of the said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) and parallel to the West line of the said Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) to the Northwesterly railroad right-of-way line of the Chicago Great Western Railway Company, thence Northeasterly along said railroad right-of-way line to its intersection with the center line of County Aid Road No. 21, thence Northerly along the center line of County Aid Road No. 21 to the North line of the said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), thence West to the point of beginning, Dakota County, Minnesota.

PT. SESW, 22-27-22
PT. NENW, 27-27-22

(A)
(A)

EXHIBIT E

SUPPLEMENTAL MAINTENANCE AGREEMENT

THIS SUPPLEMENTAL MAINTENANCE AGREEMENT (“SMA”) is entered into between Dakota County (“County”) and the City of Inver Grove Heights (“City”) pursuant to a Joint Powers Agreement between County and City dated _____ for the use, maintenance and occupancy of the Mississippi River Regional Trail (MRRT) located in the City.

WHEREAS, the County and the City have jointly identified the alignment of a regional pedestrian and bicycle trail known as the MRRT through the City; and

WHEREAS, the County has acquired easements for the MRRT and the County has acquired permission to occupy City right-of-way from the City for the MRRT (“Easement Right-of-Way”); and

WHEREAS, the Parties have worked together to construct the MRRT within the Easement Right-of-Way; and

WHEREAS, the City and the County desire to more specifically define the rights and responsibilities that each party agrees to assume for maintenance of the MRRT within the boundaries of the City; and

WHEREAS, this SMA is an exhibit to the above described joint powers agreement for the MRRT – Central Segment entered into by the Parties; however, the City and County desire this SMA to apply to the entire MRRT located within the City of Inver Grove Heights.

NOW, THEREFORE, the Parties agree that maintenance responsibilities over the entire MRRT Easement Right-of-Way located in the City of Inver Grove Heights will be divided as follows:

ARTICLE I

GENERAL PROVISIONS

ARTICLE I

GENERAL PROVISIONS

- 1.1 Maintenance by the County. Unless otherwise specified in this SMA, the County will be responsible for all routine and deferred maintenance and replacement of MRRT infrastructure as improved by Dakota County or its agent at no cost to City. The County will be responsible for all routine and deferred maintenance and replacement of future MRRT infrastructure as improved for the MRRT by Dakota County or its agent at no cost to City. The County at its discretion will establish the maintenance service standards for all routine and deferred maintenance associated with the MRRT. The County will be responsible for the maintenance of County right-of-way and County easements along a County Road that is outside of the 2’ clear-zone adjacent to the MRRT. The County will be responsible for routine or deferred maintenance such as, but not limited to the following:

- A. Vegetation management such as applying herbicide for the benefit of the MRRT when necessary to control noxious weeds such as thistle, poison ivy and similar weeds, non-desirable woody plant control, stump or foliar treatment of small plants, or for prairie establishment.
- B. Maintenance of vegetation within the Easement Right-of-Way is limited to the needs of the trail. Typically a 2' wide "clear-zone" is mowed adjacent to each bituminous edge along the entire length of the MRRT regardless of underlying land ownership. Where tree branches interfere with trail use, branches may be removed beyond the 2' clear-zone in order to apply best management practices of arboriculture for the health of the tree. All vegetation work will be done within the Easement Right-of-Way. Notwithstanding the above typical 2' wide mowed "clear-zone" provision, the County hereby agrees to mow the entire right-of-way boulevard for Concord Boulevard where the MRRT is located.
- C. Erosion control and stabilization pertaining to the MRRT.
- D. All utilities such as storm sewer infrastructure pertaining to the MRRT.
- E. Plantings of turf, trees, shrubs, prairie grasses and wildflowers for purposes of erosion control, screening or improved corridor aesthetics, with the permission of the City if placed on City owned easement or right-of-way.
- F. Maintenance, repair, or replacement of signs that were installed by the County. These may include regulatory, warning, safety, way-finding, interpretive, and monument signs.
- G. Maintenance, repair or replacement of fences, retaining walls, miscellaneous site amenities and furnishings adjacent to the MRRT that are constructed by Dakota County for purposes of the MRRT.
- H. Sweeping of the MRRT.
- I. Snow-plowing and ice control pertaining to the MRRT at the discretion of the County.
- J. Graffiti control and removal from County infrastructure pertaining to the MRRT
- K. Maintenance, repair or replacement of the bituminous surface of the MRRT.

- 1.2 Maintenance by the City. Unless otherwise specified in this SMA, the City will be responsible for all routine and deferred maintenance and replacement of infrastructure as improved by the City or its agent for City trails that connect to the MRRT within the MRRT Easement Right-of-Way at no cost to County. The City will be responsible for all routine and deferred maintenance and replacement of future infrastructure as improved within the MRRT Easement Right-of-Way by the City or its agent for City trails that connect to the MRRT at no cost to County. The City at its discretion will establish the maintenance service standards for all routine and deferred maintenance associated with City infrastructure within the MRRT Easement Right-of-Way. The City will be responsible for the maintenance of City right-of-way along a City road that is outside of the 2' clear-zone adjacent to the MRRT.

- 1.3 State Statutes and Ordinances. Both Parties to this SMA shall be responsible for enforcement of applicable state statutes and City and County ordinances relating to the MRRT.
- 1.4 Access to Easement Area by City. The City may reasonably access MRRT for routine business purposes. The City will be required to obtain a special use permit from the County for extended trail access, trail closure, use of equipment that interrupts trail use or events. The County will be required to obtain a special use permit from the City for use of the MRRT when an activity impacts the public use of Heritage Village Park or City road right of way.
- 1.5 New MRRT Infrastructure. The City and County will coordinate and approve all new infrastructure provided by either party within the MRRT Easement Right-of-Way.
- 1.6 Amendment of SMA. City and County agree to cooperate in accomplishing the actions and tasks outlined in this SMA and to meet at the request of either Party or at minimum annually to review changes, identify and resolve issues and coordinate opportunities pertaining to the operations and maintenance of the MRRT. This SMA may be amended by the Parties if reduced to writing, dated and signed by the duly authorized representative of each Party.
- 1.7 Conflict Resolution. The County and City will cooperate in the coordination of operations and maintenance of the MRRT and associated City property. The City and County Parks Director will be responsible for resolving issues and conflicts. If the Park Directors are unable to reconcile issues and conflicts the responsibility for resolution is forwarded to the County Administrator and City Administrator. If the County Administrator and City Administrator are unable to reconcile issues and conflicts the responsibility for resolution is forwarded to the respective County Board and City Council.
- 1.8 Public Communications and Information. The County will be responsible for public education for safe use of the MRRT and communicating information to the City, public and other key stakeholders regarding a trail closure or other actions affecting the MRRT. The City will be responsible for public education for safe use of the MRRT and communicating information to the County, public and other key stakeholders regarding a trail closure or other actions affecting the MRRT based on a City action affecting the MRRT.
- 1.9 Authorized Representatives. The County's authorized representative for the purpose of the administration of this SMA is Lynn Thompson, Director of the Physical Development Division, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-7007, or successor. The City's authorized representative for the purpose of the administration of this SMA is Scott Thureen, Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, phone (651) 450-2571, or successor. All notices or communications required or permitted by this SMA shall be either hand delivered or mailed by first class mail to the above addresses. Either party may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this Supplemental Maintenance Agreement (SMA) to be executed by their duly authorized officials as set forth below.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

Date _____

APPROVED AS TO FORM:

City Attorney/Date

By _____
Mayor George Tourville

Date _____

Attest: _____
Deputy City Clerk Melissa Rheame

Date _____

COUNTY OF DAKOTA

By _____
Lynn Thompson, Director
Physical Development

Date _____

Dakota County Board
Resolution No. _____

Contract No. _____

RECOMMENDED FOR APPROVAL:

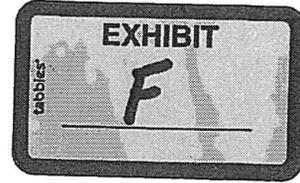
Steve Sullivan, Director
Parks and Open Space

Date _____

APPROVED AS TO FORM:

County Attorney/Date

K/K11-154 SMA Exhibit E to JPA for MRRT in IGH 2-20-12



JOINT POWERS AGREEMENT
BETWEEN
THE COUNTY OF DAKOTA
AND
THE CITY OF INVER GROVE HEIGHTS
FOR

Construction related to an additional segment of the Mississippi River Regional Trail (MRRT) in
Inver Grove Heights, MN.

#9275

THIS AGREEMENT, is entered into by and between the County of Dakota, referred to in this agreement as the "County" and the City of Inver Grove Heights, referred to in this Agreement as the "City", collectively referred to as "the parties" and witnesses the following:

WHEREAS, under Minnesota Statutes Section 471.59, subdivision 1, two governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the Parties have completed a feasibility study on the construction of additional segments of the MRRT along Cahill Avenue/Inver Grove Trail in the City; and

WHEREAS, the City has a contract for and is currently undertaking a street and sanitary sewer construction project (City Project No. 2003-03), along Inver Grove Trail; and

WHEREAS, the County has requested City to amend and modify its street construction plans to accommodate future MRRT construction along said street; and

WHEREAS, City is willing to modify and amend its construction plans and construction to accommodate future trail construction on the condition that the County assume the costs of any additional construction work; and

WHEREAS, the County and the City support the need for the projects; and

WHEREAS, the County and the City will share project responsibilities; and jointly participate in project costs associated with engineering, road construction, and related activities as set forth in this agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Engineering. The City shall prepare the necessary plan sheets, specifications, and construction change orders, and shall perform the engineering and inspection required to complete the items of work requested by the County as specified in this agreement.

2. Construction Costs. The contract cost of the work and, if portions of the work are not contracted, the cost of all labor, materials, and equipment rental required to complete the work shall constitute the actual "Construction Cost" and shall be referred to as such in this agreement. County has requested that City direct its design engineer and contractor to prepare plans for, and construct, a "shelf" or level graded area adjacent to Inver Grove Trail to facilitate future construction of an additional segment of the MRRT. In addition, the City agrees to install approximately 1325 feet of additional curb and gutter as part of the street project to facilitate future construction of the MRRT segment. The parties anticipate that the costs of the additional work requested by County will total approximately Forty Thousand Dollars (\$40,000). County agrees to be solely responsible for these additional costs and agrees to pay said amount to City as set forth herein, together with the costs for the City to provide construction inspection and contract administration. All other costs of the street and sewer project will be the responsibility of City or may be specially assessed against other benefited properties by the City.

3. City Utilities. Except as stated in this Agreement, the City shall pay all other costs for new storm sewer, storm water ponding and other drainage facilities, sanitary sewer, water mains and appurtenances, and roadway lighting constructed as part of this project.

4. Plans and Specifications. The City will prepare complete grading, paving and traffic control plans and specifications. The City and the County shall approve the revised plans and specifications prior to issuing a construction change order to the City's contractor.

5. City's Responsibility. The City Engineer will be the contract manager for the Project and will communicate and coordinate work related to the Project with County staff. The City shall perform appropriate Project administrative services, including, without limitation, representation of the Parties with regard to activities of the contractor at the construction site,

periodic observations of the work at the construction site, initiation of appropriate action to prevent or have corrected, as appropriate, any work observed not to be in accordance with the Contract Documents, processing of Change Orders, and processing contractor pay requests. City shall coordinate financing, cost sharing, public relations, legal publication, and permitting issue as they arise. City shall not be responsible for the acts or omissions of the contractor, nor shall City be responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the construction site.

6. Payment. The City will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the project work progresses and when certified by the City Engineer. The City, in turn, will bill the County for the Project costs, estimated to be \$40,000.00, for construction; plus, the City costs for construction inspection and contract administration. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

7. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the project cost participation must be approved by both parties prior to execution of work.

8. Final completion. Final completion of the construction project must be approved by both parties.

9. Storm Sewer Maintenance. Upon acceptance of the project, the City shall be responsible for storm sewer maintenance and all other City utilities within the Inver Grove Trail right of way.

10. Sidewalks and Bike Trails. Upon acceptance of City Project No. 2003-03, the City shall be responsible for boulevard (the area of the "shelf" for future trail construction); maintenance until such time as County constructs the MRRT. The County shall be responsible for the maintenance of the MRRT.

11. Pavement Maintenance. Upon acceptance of the project by the County and the City, the City shall be responsible for all roadway pavement maintenance within City right of way.

12. Restoration of drainage. The City is constructing its street and sewer project in 2008. The parties acknowledge and agree that the cross-section of the street being built is being modified in the area of the "shelf" to accommodate the future trail construction. The modification of the cross-section may have a negative impact on storm water runoff from the street. If the County has not completed its MRRT trail construction in this area by October 1, 2013, or if the area experiences damages caused by storm water runoff resulting from changes in the cross-section requested by the County, the County will either remove the additional curb and gutter and restore the cross-section of the street to the original plan, or provide an alternative plan for the City's approval, to prevent additional damages from occurring. All corrective work will be undertaken by County at its sole expense.

13. Right-of-Way. The City is building Inver Grove Trail on a City street easement. If additional right-of-way is required for construction of the MRRT in this area, the County will be solely responsible for obtaining any additional necessary right-of-way for trail construction at County expense.

14. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation and State statutes as applicable to carrying out the work contemplated in this agreement.

15. Indemnification. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising

under the provisions of this Agreement for which the County is responsible. Both parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law, Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

16. Waiver. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said City employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County. The opposite situation shall also apply: the City shall not be responsible under the Worker's Compensation Act for any employees of the County.

17. Audit. Pursuant to Minn. Stat. Sec. 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the Agreement are subject to examination by the County and the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

18. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the County and the City regarding the project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the trail provided for in this Agreement.

19. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is Bruce Blair, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-7990, or his successor. The City's authorized representative for the purpose of the administration of this Agreement is Scott Thureen, Public Works Director, or his successor. All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

20. Term. This Agreement shall be effective as the date of the signatures of the parties and shall remain in effect until completion of, and payment for, the Project to the satisfaction of both the City and County, unless earlier terminated by written agreement of the Parties.

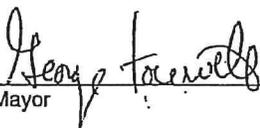
21. Amendments. Any alterations, variations, modifications, or waivers of the provisions of this Agreement, shall only be valid when they have been reduced to writing and signed by authorized representatives of the parties.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

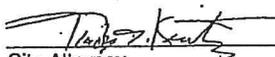
CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

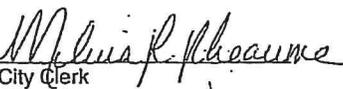

Public Works Director

By 
Mayor

APPROVED AS TO FORM:


City Attorney

(SEAL)

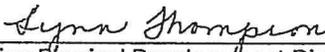
By 
City Clerk

Date 8/11/08

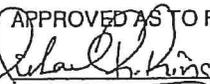
DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:


Parks Manager

By 
Acting Physical Development Director

Date 9-9-08

APPROVED AS TO FORM:
 9/5/08
County Attorney Date

COUNTY BOARD RESOLUTION

No. 08-332 Date JULY 22, 2008

Contract # 9275

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOHLER
✦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 5, 2012
**RE: Transfer of Trail Easement Agreement to Dakota County / Swift
Transportation Co., Inc. – March 12, 2012 City Council Meeting**

Section 1. Background. In or about August 2005, Swift Transportation Co., Inc. (Swift) obtained site plan approval from the City for Swift's trucking facility located along Highway 52/55. At that time, the City was aware that Dakota County would eventually need a pedestrian trail easement along Swift's property. Swift granted the City a Trail Easement Agreement. The understanding between the City and the County was that the City would assign the Trail Easement Agreement to the County when the County was in a position to begin construction of the trail segments in the vicinity of the Swift property. The County has now asked for an assignment of the Trail Easement Agreement. The trail segment on the Swift property will be a part of the regional trail being constructed by the County.

Section 2. Council Action. Attached to this memo for consideration at the March 12, 2012 Council meeting is a Resolution Approving Assignment of a Trail Easement Agreement from City of Inver Grove Heights to Dakota County Relating to Property Owned by Swift Transportation Co., Inc. No monetary consideration is being exchanged. The County will incorporate the segment into its regional trail.

Attachment

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN ASSIGNMENT OF A TRAIL EASEMENT
AGREEMENT FROM THE CITY OF INVER GROVE HEIGHTS TO DAKOTA
COUNTY RELATING TO PROPERTY OWNED BY
SWIFT TRANSPORTATION CO., INC.**

WHEREAS, in or about August 2005, Swift Transportation Co., Inc. (Swift) obtained site plan approval from the City for Swift's trucking facility located along Highway 52/55. At that time, the City was aware that Dakota County would eventually need a pedestrian trail easement along Swift's property.

WHEREAS, Swift granted the City a pedestrian trail easement by way of a Trail Easement Agreement between Swift and the City dated August 30, 2005, and recorded on November 23, 2005, as Dakota County Document No. 2383758 with the Dakota County Recorder's Office (the Trail Easement Agreement).

WHEREAS, the understanding between the City and Dakota County was that the City would assign the Trail Easement Agreement to Dakota County when Dakota County was in a position to begin construction of the trail segments in the vicinity of the property owned by Swift.

WHEREAS, Dakota County has requested an assignment of the Trail Easement Agreement from the City. The trail segment on the Swift property will be a part of the regional trail being constructed by Dakota County.

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

1. The City Council approves the attached Assignment of Trail Easement Agreement to Dakota County Relating To Property Owned By Swift Transportation Co., Inc.
2. The Mayor and Deputy City Clerk are authorized to sign the attached Assignment of Trail Easement Agreement to Dakota County Relating To Property Owned By Swift Transportation Co., Inc.
3. The City Council, by unanimous vote thereof, does hereby find and determine that transfer of the Trail Easement Agreement to Dakota County has no relationship to the City's Comprehensive Municipal Plan. Thus, the Council hereby dispenses with the requirements of Minnesota Statutes § 462.356, Subd. 2 relating to review of the transfer by the City's Planning Commission as to compliance with the City's Comprehensive Municipal Plan.

Adopted by the City Council of Inver Grove Heights this 12th day of March, 2012.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

**ASSIGNMENT OF TRAIL EASEMENT AGREEMENT RECORDED AS
DAKOTA COUNTY DOCUMENT NO. 2383758 WITH THE DAKOTA COUNTY
RECORDER'S OFFICE**

THIS ASSIGNMENT OF TRAIL EASEMENT AGREEMENT (Assignment) is made this 12th day of March, 2012, by the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City".

WHEREAS, Swift Transportation Co., Inc. ("Swift") granted the City a pedestrian trail easement by way of a Trail Easement Agreement between Swift and the City dated August 30, 2005, and recorded on November 23, 2005, as Dakota County Document No. 2383758 with the Dakota County Recorder's Office (the "Trail Easement Agreement").

WHEREAS, the real property made the subject of the Trail Easement Agreement is located in the City of Inver Grove Heights, Dakota County, Minnesota and is legally described on the attached Exhibit A and depicted on Exhibit B.

WHEREAS, the City desires to assign the Trail Easement Agreement to the County of Dakota, a body politic and corporate under the laws of the State of Minnesota ("Dakota County").

NOW THEREFORE, for good and valuable consideration, the City of Inver Grove Heights, a municipal corporation under the laws of the State of Minnesota hereby quit claims, transfers and assigns to County of Dakota, a body politic and corporate under the laws of the State of Minnesota, all of the rights, title and interest of the City of Inver Grove Heights in and to the Trail Easement Agreement.

IN WITNESS WHEREOF, the City has caused this instrument to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

By: _____
Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss. *City of Inver Grove Heights*
COUNTY OF DAKOTA)

On this 12th day of March, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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 EASEMENT

An easement over, under and across that part of the Southwest Quarter of the Northeast Quarter of Section 34, Township 27, Range 22, Dakota County, Minnesota described as beginning at the southwest corner of the east 150.00 feet of said Southwest Quarter of the Northeast Quarter of Section 34; thence on an assumed bearing of North 0 degrees 12 minutes 03 seconds West along the west line of said east 150.00 feet of the Southwest Quarter of the Northeast Quarter of Section 34 a distance of 535.17 feet; thence on a bearing of West a distance of 163.55 feet; thence westerly a distance of 171.73 feet along a tangential curve concave to the south having a radius of 217.00 feet and a central angle of 45 degrees 20 minutes 34 seconds; thence South 44 degrees 39 minutes 26 seconds West, tangent to said curve, a distance of 253.93 to the northeasterly right of way line of the Great Northern Oil Branch Railroad; thence southeasterly a distance of 447.83 along said northeasterly right of way line of the Great Northern Oil Branch Railroad, being a nontangent curve concave to the southwest having a radius of 1194.34 feet, a central angle of 21 degrees 29 minutes 0 seconds and a chord bearing of South 49 degrees 18 minutes 10 seconds East to the south line of said Southwest Quarter of the Northeast Quarter of Section 34; thence North 89 degrees 55 minutes 01 seconds East along said south line of the Southwest Quarter of the Northeast Quarter of Section 34 a distance of 160.72 feet to the point of beginning.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DAVID WHEATON (Macalester College) – Case No. 11-34VAC

Meeting Date: March 12, 2012
 Item Type: Consent Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by: Planning, Engineering

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

Tabling till March 26, 2012, consideration of a Resolution relating to Vacation of all street rights-of-way within the plat of Dorr's Third Inver Grove Addition.

- Requires 3/5th's vote.
- 60-day deadline: March 30, 2012 (extended by applicant)

SUMMARY

The City Council reviewed this request at the February 27 meeting and tabled the item to March 12 in order for staff and the applicant to work out the language of the easement agreements.

Staff has prepared the documents and met with the applicant to discuss the details. Further information is needed to be gathered and further revisions to the documents are required that could not be ready for the March 12 meeting. The applicant has agreed to table the item to the March 26, 2012 meeting.

RECOMMENDATION

Staff recommends tabling the item to March 26 in order to provide time to finalize the documents.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Authorize Community Assessment Survey for Older Adults

Meeting Date: March 12, 2012
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 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 checked="" type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Authorize Community Assessment Survey for Older Adults

SUMMARY

One of the challenges facing the City is a change in demographics. According to the 2000 US Census, 15% of the City’s population was 55 years of age and older. In 2010, the US Census showed that number had increased to 23.88%.

In an effort to better understand the growing, multi-faceted needs and challenges of the City’s aging population, the City and School District #199 would like to collaborate on a joint community assessment survey for older adults. The survey would be developed and administered by the National Research Center, a premier research firm for local governments specializing in helping communities prepare well for their aging populations. The firm is licensed in Minnesota and has done work in Shorewood, Duluth and Minneapolis.

Goals of Assessment Survey

The survey would be customized to Inver Grove Heights and address the following:

- Identify community strengths in serving older adults
- Articulate specific interests, needs and readiness of Inver Grove Heights to provide the services that older adults require.
- Estimate contributions made by older adults to the community
- Develop estimates of and projections of older adult residents needs in to the future
- Assist with other City issues related to community development, transportation, housing and overall comprehensive plan as they relate to this population

Survey Process

NRC (National Research Center) would create a customized, useful and targeted assessment survey consisting of:

- Written questions (limited to five pages to address time and comfort level of population being surveyed)
- Customized cover letter and mailing materials
- Three (3) print mailings; One(1) pre-notification card and two(2) mailings of survey packets one week apart (use of multiple contacts to maximize response rate)
- Systematic, random and representative sample of 1,000 older adults in area through use of mailing lists, registered voter lists, magazine subscriptions and catalog purchases
- Survey questions focused on programs/services, facilities, marketing, resources and demographics

Overall, the community assessment survey for older adults would enable the City and School District to collaboratively understand more accurately and predict more carefully the services and resources required to serve our City's aging population. Survey results would provide a framework from which both parties could develop a joint strategic plan for use in future older adult planning.

The City Council reviewed this item at the February 27, 2012 work study session. The School Board has approved moving ahead with the survey in partnership with the City.

The cost of the community assessment survey is \$10,280 and would be split equally between the City and School District #199. Funding for the City's portion would come from the general fund contingency.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER AWARDING CONTRACT FOR CUSTODIAL SERVICES

Meeting Date: March 12, 2012
 Item Type: Consent
 Contact: Jenelle Teppen/Eric Carlson
 Prepared by: JTeppen/ECarlson
 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 Consider awarding a two-year contract for Custodial Services.

SUMMARY This item is returned to the March 13 agenda for Council consideration after initial discussion at the February 12 meeting where Council member Klein was absent and there was a 2-2 vote on the item.

As the Council will recall, an RFP was recently issued for Contract Custodial Services. Following the resignation of the Manager of Building and Operations at the VMCC, staff evaluated funding and job tasks and responsibilities to ensure that both the needs of the various buildings were being met, and the needs of the public and staff. We've proposed a different model than we had previously, and have discussed this with the City Council.

Current staff at the VMCC will have their positions descriptions revised to reflect a broader operational, maintenance and custodial attitude, rather than specifically custodial. Current staff at City Hall will have a different position description as well, that will include grounds maintenance (of City Hall only). Currently, the Public Works Maintenance building is cleaned with overtime hours, and the Fire Stations are cleaned under the contract of an individual. No current full-time staff member will lose their job by contracting for custodial services.

RFP's were returned, and staff has reviewed them, contacted references, and then met with four of the firms. Following are the firms and their proposed amounts for both 21012 and 2013 (in order of low to high):

	North American Cleaning Corp.	Linn	Perfection Plus	Common Sense
2012	\$79,460.00	\$94,922.62	\$96,913.00	\$105,200.20
2013	\$95,352.00	\$116,754.82	\$114,659.00	\$129,396.09

	Triangle	Coverall	ABM
2012	\$109,742.50	\$112,817.50	\$127,163.29
2013	\$135,280.00	\$135,381.00	\$155,647.86

We asked Linn, Perfection Plus, Common Sense and Triangle to come for a brief interview to ask questions not covered in the RFP and to gauge their responses to customer service, responsiveness and their ability to become a partner with the City in this service.

North American (the low bidder) didn't provide current references, and Coverall and ABM were at the high end of the responses, and thus were not asked to participate in an interview.

We had previously estimated that contracted custodial services would cost approximately \$137,722, and \$50,000 was included in the 2012 City Facilities budget to cover additional custodial work given the completion of the Public Safety/City Hall. By eliminating the Manager of Building and Operations position, and reducing seasonal/temporary hours (which is achievable if the current staff is moved to daytime hours), the overall savings is approximately \$70,000.

We haven't included the Fire Stations in this proposal. The Fire Stations are currently being cleaned by a local contractor and they are able to provide that service to the City's satisfaction. If at a time in the future when that contractor no longer wishes to clean the Fire Stations, or if for some reason the City becomes dissatisfied with the service, we could include those locations under this contract for an additional amount.

The City Attorney's office has draft a contract and the contractor will be required to supply appropriate insurance certificates, employee background checks etc. The contractor is prepared to begin providing service on ~~March 4st~~ April 1st and our existing staff is ready for the ~~March 4st~~ April 1st transition as well.

~~After interviewing representatives of each of the four firms, and again reviewing their proposed prices, Staff recommends that the Council consider awarding the bid to Common Sense for 2012 and 2013. While Common Sense isn't the lowest, after the interviews we felt that Common Sense's overall approach, their attitudes towards customer service, the training of their employees, and their responsiveness to the clients was the best fit for our organization.~~

The RFP was developed using International Sanitary Supply Association Cleaning Time Standards. Perfection Plus was the only respondent who took exception to the ISSA Cleaning Time Standards and indicated that they felt they could clean our facilities using 891 less hours annually. Based on their proposed hourly rate of \$16.50 it equates to an additional \$14,695, which puts them within less than \$100 of the Common Sense proposal.

Common Sense was the only firm who clearly articulated their solid business-like approach to the work. Following the interviews Staff felt that they would provide the City with the level of service that we're seeking, and we didn't get that same sense from the others. In fact, the others simply failed to provide that same degree of detail regarding their approach.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 12, 2012
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Barb Holmgren, and Paula O'Brien, Matt Moynihan.

Please confirm the promotions of: John Schmeling and Nick Hahn as Sr. Engineering Technicians.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

L&D SIGN – Case No. 12-03PDA

Meeting Date: March 12, 2012
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Planned Unit Development Amendment** to increase the size of the existing multi-tenant sign for property located at 9087 Broderick Boulevard.

- Requires a 3/5ths vote.
- 60-day deadline: April 6, 2012 (first 60-days)

SUMMARY

The existing monument sign for Holiday Gas Station was installed in 2000 and is 113 square feet in size. The applicant is requesting to increase the size of the sign to 122 square feet whereas the approved PUD development plans included a 118 square foot monument sign. The actual monument is not changing. The additional signage is being added to the bottom half of the sign; the applicant is requesting to remove the existing reader board and replace it with a digital price display and an electronic message center.

The additional signage would not impact traffic, visibility, or the existing landscaping. The property meets all other sign requirements.

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

Planning Commission: At the March 6, 2012 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (8-0).

Attachments: Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO
INCREASE THE SIZE OF THE EXISTING MULTI-TENANT MONUMENT SIGN (PUD
REFERS TO AS THE CENTER SIGN) TO 122 SQUARE FEET**

**CASE NO. 12-03PDA
(L&D Sign)**

WHEREAS, a PUD Amendment application has been submitted to the City for property located at 9087 Broderick Boulevard and legally described as;

Lot 3, Block 1, Arbor Pointe 11th Addition, Dakota County, Minnesota, according to the recorded plat thereof

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

WHEREAS, a public hearing concerning the amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on March 6, 2012;

WHEREAS, the applicant is requesting to increase the size of the monument sign to 122 square feet whereas 118 square feet was approved with the PUD;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the PUD Development Plan Amendment to increase the size of the existing monument sign to 122 square feet is hereby approved subject to the following conditions:

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

Sign Elevation

dated: 11-10-11

- 2) The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

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

Passed this 12th day of March, 2012.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: March 6, 2012
SUBJECT: L&D SIGN – CASE NO. 12-03PDA

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a Planned Unit Development Amendment to increase the size of the existing multi-tenant free-standing monument sign for the property located at 9087 Broderick Boulevard. 10 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the existing sign for Holiday Gas Station was installed in 2000 and is 113 square feet in size. The applicant is requesting to increase the sign to 122 square feet whereas the approved PUD development plans included a 118 square foot monument sign. The actual monument is not changing. The additional signage is being added to the bottom half of the sign; the applicant is requesting to remove the existing reader board and add a digital price display and an electronic reader board. Staff recommends approval of the request with the conditions listed in the report.

Opening of Public Hearing

Joe Keisling, L & D Signs, stated he was available to answer any questions.

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

Mr. Keisling replied in the affirmative.

Commissioner Wippermann asked if the electronic message center would constantly roll or if the screen would remain stationary for a period of time.

Mr. Keisling stated it would vary.

Commissioner Wippermann asked if there were any code issues concerning a rolling message board.

Ms. Botten replied if the electronic sign was smaller than 100 square feet there were no issues.

Commissioner Hark asked if there were any applicable regulations regarding brightness.

Ms. Botten stated the City has lighting requirements prohibiting more than one foot candle measured at the centerline of the street. She stated these regulations tie into signage as well; however, the City has not seen signs that exceed the requirement.

Commissioner Hark stated that although it was not a concern at this location, the brightness

could be a potential issue if the electronic sign was near a residential neighborhood.

Ms. Botten stated if there would be a complaint about the brightness, the applicant/property owner would be required to submit a lighting plan to ensure they meet the City's one foot candle requirement.

Chair Bartholomew asked for clarification of a previous discussion regarding how long signs could remain in the static position before shifting.

Ms. Botten replied that specific requirements were approved for electronic billboards, but not for smaller electronic message centers such as the one being proposed.

Planning Commission Recommendation

Motion by Commissioner Elsmore, second by Commissioner Schaeffer, to approve the request for a Planned Unit Development Amendment to increase the size of the existing multi-tenant monument sign, with the two conditions listed in the report, for the property located at 9087 Broderick Boulevard.

Motion carried (8/0). This item goes to the City Council on March 12, 2012.

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

REPORT DATE: March 1, 2012 **CASE NO:** 12-03PDA

HEARING DATE: March 6, 2012

APPLICANT: L&D Sign

PROPERTY OWNER: Walmark One, Inc.

REQUEST: A planned unit development amendment to increase the size of the existing multi-tenant sign

LOCATION: 9087 Broderick Boulevard

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: PUD, Planned Unit Development

REVIEWING DIVISIONS: Planning **PREPARED BY:**  Heather Botten
Associate Planner

BACKGROUND

The existing sign was installed in 2000 when Holiday, Rainbow, and the strip mall were constructed. The approved PUD development plans included a 118 square foot monument sign known as the "Center Sign". The monument sign actually installed was 113 square foot sign. The applicant is proposing to increase the size of the sign by about nine square feet to 122 square feet total. The actual monument is not changing. The additional signage is being added to the bottom half of the sign. The applicant is requesting to remove the existing reader board and add a digital price display and an electronic reader board.

The specific request consists of the following:

- A.) A **Planned Unit Development Amendment** to increase the size of the existing multi-tenant monument sign.

EVALUATION OF THE REQUEST

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

North	Ruby Tuesday/Bank; zoned PUP; guided CC, Community Commercial
East	Vacant; zoned PUD; guided RC, Regional Commercial
South	Discount Tire; zoned PUD; guided RC, Regional Commercial
West	Rainbow/strip mall; zoned PUD; guided RC, Regional Commercial

SITE PLAN REVIEW

No changes are being proposed to any buildings, parking, access, lighting, or landscaping.

The total square footage for the existing sign is about 113 square feet and the proposed sign is 122 square feet. The proposed signage would be adding about nine square feet to the existing sign. The monument frame is staying the same, as is the top half of the sign. The applicant is proposing to remove the existing reader board and replace it with a digital price sign and an electronic message center. Even though the increase in signage is minimal the overall size of the sign is greater than the 100 square feet allowed by zoning code and greater than the 118 square foot monument sign approved with the PUD, therefore triggering the PUD Amendment.

The additional signage does not appear to have any negative effects on City facilities or services. Aesthetically the frame of the monument is not changing. The new signage would not impact the existing landscaping or interfere with traffic. The property meets all other sign requirements.

Engineering and Fire take no exception to the request. The new signage would require a sign permit with the City Inspections Department.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of a **Planned Unit Development Amendment** to increase the size of the multi-tenant monument sign (the PUD refers to as the Center Sign) to 122 square feet subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plan on file with the Planning Department except as may be modified by the conditions below.

Sign Elevation dated: 11-10-11
 2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
- B. **Denial.** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

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

Attachments: Zoning/Location Map
Narrative
Site Plan
Sign Elevation



L&D Sign (Holiday Gas Station) Case No. 12-03PDA



Exhibit A
Zoning Map

L & D SIGN

6045 Lake Elmo Avenue North
Stillwater, Minnesota 55082

Telephone 651-430-2550 Fax 651-430-2551

TO:

City of Inver Grove Heights

RE:

PUD amendment to pylon sign for Holiday Stationstore, 9087 Broderick.

Holiday would like to add gas price sign to pylon sign. Holiday has already been approved to add electronic message center, but in doing so, they lose their gas pricing capabilities.

It is our understanding that existing sign has been approved for 113 sq ft. By adding proposed price sign, square footage of signage would be 121.75 sq ft.

Overall physical size of structure would not be affected.

Thank you,

Duane Downey

OPTION 1



PROPOSED

proposed 122 sqft.



existing 113 sqft.

EXISTING

Note: Color output may vary be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.

Customer:	HOLIDAY STATION STORES	Date:	11/10/11	Prepared By:	TRT/CM/TT	Eng:	-
Location:	INVER GROVE HEIGHTS, MN # 3537	File Name:	108356 - R1 - 4X7 EMC - 2X7 LED PRICER - 2X10 LED PRICER				

DISTRIBUTED BY SIGN UP COMPANY
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February 27, 2012

Pre-Sale Report for
\$5,835,000 General Obligation Utility
Revenue Refunding Bonds, Series
2012A

City of Inver Grove Heights



Details of Proposed Debt

Proposed Issue: \$5,835,000 G.O. Utility Revenue Refunding Bonds, Series 2012A (the “Bonds”)

Purpose: To provide funds sufficient for a crossover refunding of three separate issues:

1. The 2014 through 2018 maturities of the \$4,760,000 G.O. Water Revenue Refunding Bonds, Series 2004B callable on February 1, 2013 in the amount of \$2,380,000 with outstanding rates of 4.00%.
2. The 2014 through 2017 maturities of the \$905,000 G.O. Storm Water Refunding Bonds, Series 2005D callable on February 1, 2013 in the amount of \$400,000 with outstanding rates of 4.00%.
3. The 2015 through 2022 maturities of the \$4,725,000 G.O. Water Revenue Bonds, Series 2006C callable on February 1, 2014 in the amount of \$2,885,000 with outstanding rates of 4.20%

(Collectively, the 2004B, the 2005D and the 2006C Bonds are the “Prior Bonds”)

In a crossover refunding, the Bonds are sold in advance of call dates of the Prior Bonds. The proceeds of the Bonds are invested in government securities and held in escrow. The money in the escrow is used to pay interest on the Bonds until the call date. The City continues to make payments on the Prior Bonds until the call date. After the call date, the City begins making payments on the Bonds. In other words, savings will not be experienced until after February 1, 2013. We are not proposing to change the term of the Prior Bonds with the refunding.

Based on an estimated average coupon of under 1.20%, the savings as a result of the refunding will be approximately \$475,000, after all fees and expenses. This savings expressed in present value terms is 7.8% of the refunded principal or approximately \$440,000. The minimum savings required by Minnesota state law for an advance refunding is a present value savings of 3.0%. Advance refundings are very sensitive to small changes in rates, and the actual savings achieved will depend on bond rates on March 26, the proposed sale date.

Authority: The Bonds are being issued pursuant to Minnesota Statutes, Section 103B.245 and Chapters 444 and 475. The Bonds do not count against the City’s legal debt limit of 3% of market value.

Funding Sources: The 2004B and 2006C portion of the Bonds will be paid with revenues from the water fund. The 2005D portion of the Bonds will continue to be



paid with taxes levied within the storm water district, and the refunding will reduce the tax levy beginning in Pay 2014. The City has also pledged its full faith and obligation tax pledge to secure the Bonds and reduce the interest rate on the debt.

Risk Factors:	With a crossover refunding, the key risk factor is the call date. Because the Prior Bonds are first callable on February 1, 2013, to refund them now, it must be believed that comparable or better conditions will not occur over the next year or two. IRS rules only allow one advance refunding during the life of a bond issue. In addition, the call dates of the Bonds will be later than the call dates on the Prior Bonds. If the City expects to pre-pay the debt, a refunding is not recommended.
Bank Qualification:	Because the City expects to issue less than \$10,000,000 in calendar year 2012, the Bonds will be bank qualified.
Rating:	It is anticipated that Standard & Poor's will rate the Bonds AA.
Arbitrage Monitoring:	The IRS is becoming more active in surveying municipal issuers. The City will need to keep its debt service funds within IRS parameters to avoid penalties for carrying too high of a balance during the life of the issue.
Term and Call Features	Interest payments for the Bonds are payable each six months beginning February 1, 2013 with principal payments due February 1, 2014 through 2022. The interest payments prior to the call date of the Prior Bonds will be paid from the escrow account as discussed above. The Bonds maturing February 1, 2020, and thereafter will be subject to prepayment at the discretion of the City on February 1, 2019.
Other Considerations:	We will continue to monitor the market and the call dates for the City and will alert you to any future opportunities.

Proposed Debt Issuance Schedule

Pre-Sale Review:	February 27, 2012
Distribute Official Statement:	Week of March 5, 2012
Conference with Rating Agency:	March 19, 2012
Proposed Date for Bids to be Received and Meeting to Award Sale of Bonds:	March 26, 2012
Estimated Closing Date:	April 24, 2012



Attachments

- Resolution Authorizing Ehlers to Proceed With Bond Sale
- Sources and Uses of Funds
- Proposed Debt Service Schedule

Ehlers Contacts:

Financial Advisors:	Steve Apfelbacher	(651) 697-8510
	Jessica Cook	(651) 697-8546
Bond Analyst:	Pia Troy	(651) 697-8556
Bond Sale Coordinator:	Alicia Baldwin	(651) 697-8523

The Official Statement for this financing will be mailed to the Council Members at their home address for review prior to the sale date.



Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$5,835,000 General Obligation Utility Revenue Refunding Bonds,
Series 2012A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$5,835,000 General Obligation Utility Revenue Refunding Bonds, Series 2012A (the "Bonds") to: advance refund the 2014 through 2018 maturities of the \$4,760,000 General Obligation Water Revenue Refunding Bonds, Series 2004B; advance refund the 2014 through 2017 maturities of the \$905,000 General Obligation Storm Water Refunding Bonds, Series 2005D; and advance refund the 2015 through 2022 maturities of the \$4,725,000 General Obligation Improvement Bonds, Series 2006C; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475;

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at City Hall on March 12, 2012, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 27th day of February, 2012.

City Clerk
City of Inver Grove Heights



Inver Grove Heights, MN

\$5,835,000 G.O. Refunding Bonds, Dated: April 24, 2012
Proposed Crossover Refunding of Series 2004B, 2005D & 2006C
"AA" B.Q. Market Rates

Total Issue Sources And Uses

Dated 04/24/2012 | Delivered 04/24/2012

	Proposed Xover Ser 04B \$4.76M GO Wtr Rev Ref Bds 2	Proposed xover Ser 05D \$905k GO Strm Wtr Bds	Proposed xover Ser 06C \$4,725M GO Wtr Rev Bds	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$2,435,000.00	\$410,000.00	\$2,990,000.00	\$5,835,000.00
Total Sources	\$2,435,000.00	\$410,000.00	\$2,990,000.00	\$5,835,000.00
Uses Of Funds				
Total Underwriter's Discount (0.800%)	19,480.00	3,280.00	23,920.00	46,680.00
Costs of Issuance	22,952.01	3,864.61	28,183.38	55,000.00
Deposit to Crossover Escrow Fund	2,391,461.12	401,639.24	2,936,090.62	5,729,190.98
Rounding Amount	1,106.87	1,216.15	1,806.00	4,129.02
Total Uses	\$2,435,000.00	\$410,000.00	\$2,990,000.00	\$5,835,000.00

Inver Grove Heights, MN

\$5,835,000 G.O. Refunding Bonds, Dated: April 24, 2012

Proposed Crossover Refunding of Series 2004B, 2005D & 2006C

"AA" B.Q. Market Rates

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/24/2012	-	-	-	-	-
02/01/2013	-	-	44,400.79	44,400.79	44,400.79
08/01/2013	-	-	28,852.50	28,852.50	-
02/01/2014	590,000.00	0.500%	28,852.50	618,852.50	647,705.00
08/01/2014	-	-	27,377.50	27,377.50	-
02/01/2015	950,000.00	0.600%	27,377.50	977,377.50	1,004,755.00
08/01/2015	-	-	24,527.50	24,527.50	-
02/01/2016	955,000.00	0.750%	24,527.50	979,527.50	1,004,055.00
08/01/2016	-	-	20,946.25	20,946.25	-
02/01/2017	955,000.00	0.850%	20,946.25	975,946.25	996,892.50
08/01/2017	-	-	16,887.50	16,887.50	-
02/01/2018	850,000.00	1.100%	16,887.50	866,887.50	883,775.00
08/01/2018	-	-	12,212.50	12,212.50	-
02/01/2019	375,000.00	1.300%	12,212.50	387,212.50	399,425.00
08/01/2019	-	-	9,775.00	9,775.00	-
02/01/2020	380,000.00	1.550%	9,775.00	389,775.00	399,550.00
08/01/2020	-	-	6,830.00	6,830.00	-
02/01/2021	385,000.00	1.650%	6,830.00	391,830.00	398,660.00
08/01/2021	-	-	3,653.75	3,653.75	-
02/01/2022	395,000.00	1.850%	3,653.75	398,653.75	402,307.50
Total	\$5,835,000.00	-	\$346,525.79	\$6,181,525.79	-

Yield Statistics

Bond Year Dollars	\$29,459.71
Average Life	5.049 Years
Average Coupon	1.1762703%
Net Interest Cost (NIC)	1.3347240%
True Interest Cost (TIC)	1.3349049%
Bond Yield for Arbitrage Purposes	1.1702304%
All Inclusive Cost (AIC)	1.5312053%

IRS Form 8038

Net Interest Cost	1.1762703%
Weighted Average Maturity	5.049 Years

Inver Grove Heights, MN

\$5,835,000 G.O. Refunding Bonds, Dated: April 24, 2012
 Proposed Crossover Refunding of Series 2004B, 2005D & 2006C
 "AA" B.Q. Market Rates

Debt Service Comparison

Date	Total P+I	Const Loan Pmt	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2013	44,400.79	(2,824,400.79)	2,958,605.37	174,476.35	178,605.37	4,129.02
02/01/2014	647,705.00	(2,921,457.50)	3,005,922.50	732,170.00	767,122.50	34,952.50
02/01/2015	1,004,755.00	-	-	1,004,755.00	1,080,722.50	75,967.50
02/01/2016	1,004,055.00	-	-	1,004,055.00	1,080,457.50	76,402.50
02/01/2017	996,892.50	-	-	996,892.50	1,073,777.50	76,885.00
02/01/2018	883,775.00	-	-	883,775.00	950,875.00	67,100.00
02/01/2019	399,425.00	-	-	399,425.00	431,350.00	31,925.00
02/01/2020	399,550.00	-	-	399,550.00	436,020.00	36,470.00
02/01/2021	398,660.00	-	-	398,660.00	434,850.00	36,190.00
02/01/2022	402,307.50	-	-	402,307.50	437,850.00	35,542.50
Total	\$6,181,525.79	(5,745,858.29)	\$5,964,527.87	\$6,396,066.35	\$6,871,630.37	\$475,564.02

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	437,687.04
Net PV Cashflow Savings @ 1.531%(AIC).....	437,687.04
Contingency or Rounding Amount.....	4,129.02
Net Present Value Benefit	\$441,816.06
Net PV Benefit / \$6,200,517.89 PV Refunded Debt Service	7.125%
Net PV Benefit / \$5,665,000 Refunded Principal...	7.799%
Net PV Benefit / \$5,835,000 Refunding Principal..	7.572%

Refunding Bond Information

Refunding Dated Date	4/24/2012
Refunding Delivery Date	4/24/2012