



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MARCH 26, 2012
8150 BARBARA AVENUE
7:00 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

A. Introduction of Kristi Smith – Finance Director

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. i) Minutes – March 12, 2012 Council Study Session _____

ii) Minutes – March 12, 2012 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending March, 2012 _____

C. Final Pay Voucher No. 4, Final Report, and Resolution Accepting Work for Technology Bid Package 27B, City Project No. 2008–18, Public Safety Addition/City Hall Renovation _____

D. Change Order No. 2 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation – Dascom _____

E. Approve Contract with Common Sense Building Services Inc. _____

F. Approve Turf Care Products in the Park System for 2012 _____

G. Resolution Adopting Inver Wood Golf Course Event and Non–Event Spectator Policy _____

H. Approve Contractor for Grove Heating System Repair _____

I. Approve Replacement of Fitness Equipment for Veterans Memorial Community Center _____

J. Consider Contactor for VMCC Munter Unit Repair _____

K. Approve Resolutions related to the 2010 Office of the State Auditor TIF Reports _____

L. Approve Post Issuance Debt Compliance Policy _____

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

N. Approve Contractor for Hydro–Seeding 66th St/RISB Slope _____

O. Consider Contribution to Inver Grove Heights Fire Relief Association _____

P. Approve Individual Massage Therapist Application – Charity Rockwell _____

Q. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **SALAS TRUCKING;** Consider a Resolution and related documents pertaining to the **Vacation** of street rights-of-way in the plat of Laura Riebe Addition located between 6080 and 6202 Concord Boulevard _____

B. **DAVID WHEATON;** Consider a Resolution relating to **Vacation** of certain street rights-of-way within the plat of Dorr’s Third Inver Grove Addition _____

PARKS AND RECREATION:

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

ADMINISTRATION:

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

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

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

8. **MAYOR AND COUNCIL COMMENTS:**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, MARCH 12, 2012 – 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in study session on Monday, March 12, 2012, in the City Hall Lower Level Training Room. Mayor Tourville called the meeting to order at 5:40 p.m. Present were Council members Grannis, Madden, Klein, and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, City Engineer Kaldunski, and Golf Course Manager McMurchie.

1. COUNCIL MEMBER PHOTOS

Photos were taken in the City Council Chambers at 5:30 p.m.

3. PARKS AND RECREATION ADVISORY COMMISSION

Park and Recreation Commissioner Eiden advised he is Chair of a sub-committee whose purpose it is to update the Comprehensive Park Plan & Development Guide. The sub-committee is recommending that the City hire a consultant to engage the entire community in doing a comprehensive assessment of the park system and provide recommendations. Chair Eiden advised that the City's park system has many amenities and assets, but the challenge going forward is maintaining those amenities with the limited resources available. He advised that in addition to the 26 existing parks, the City has an opportunity to develop up to five additional parks. The sub-committee would like to hire a consultant to do an analysis of need, changing demographics, etc. so the City can develop a ten year plan that prioritizes various park projects.

Councilmember Klein stated this analysis would coincide with the community assessment being done for older adults.

Commissioner Solberg, sub-committee member, stated that although the consultant fee may be expensive, he considered it an investment as the information gleaned from their analysis could prevent the City from investing money in parks or equipment that was no longer needed or in developing a park in the wrong location. He stated the City's park system is at a critical juncture as the demographics are changing and decisions need to be made about the replacement, refurbishment or repurposing of the existing amenities.

Commissioner Meyer, sub-committee member, stated that a consultant with expertise in this specific area would be better equipped to do a comprehensive survey and audit of the park system and make knowledgeable recommendations on how the City should allocate the limited resources they have to best meet the needs of the population and the community.

Councilmember Madden stated he supported the request, but was concerned about the consultant costs, withdrawing more monies from the Host Community Fund, and the cost of maintaining 26 miles of trail in addition to trying to get the golf course trails up-to-date.

Councilmember Klein stated he would like to know if some of the parks should be turned back into greenspace rather than maintaining their existing play equipment, etc.

Councilmember Piekarski Krech stated she would like the study to take into consideration the partnering the City does with the school districts and Community Education.

Councilmember Grannis stated he supported moving forward with the study, and asked if the City used any school district facilities.

INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION – March 12, 2012

Mr. Carlson replied in the affirmative. He stated the district charges for use of their facilities; however, the City recovers those costs through registration fees.

Councilmember Grannis asked if increased fees charged by the district were in response to the pool lease issue.

Mr. Carlson replied it was likely due to tighter budget constraints.

Mayor Tourville recommended that a scope of work be drafted, and advised that the City may not be able to do an extensive survey as well as a scope of work for the anticipated cost of \$60,000-\$75,000.

Councilmember Madden asked what the costs were for the Community Center and Inver Wood Golf Course audits.

Mr. Carlson replied they were approximately \$50,000-\$55,000 each.

Councilmember Madden stated they were both well worth the cost.

Commissioner Eiden advised they may have to focus the survey on select user groups.

Councilmember Piekarski Krech stated three major user groups (seniors, dog owners, and families with young children) could likely be reached through a number of ways.

Commissioner Eiden asked if the Council was suggesting they move forward with a scope of work.

Councilmember Klein and Mayor Tourville replied in the affirmative.

Mr. Carlson introduced Park and Recreation Commissioners Huffman, Silvi, and Schueller who were seated in the audience.

4. REVIEW INVER WOOD NON-PLAYER POLICY

Golf Course Manager McMurchie brought forth for final review the Inver Wood Golf Course non-player policy. He noted the following three regulations, 1) a minimum age restriction for non-players of 16, 2) all non-players would be required to ride and pay the applicable half golf cart fee, and 3) all non-players would sign a waiver defining their assumption of liability. He advised that an open question remains as to whether or not event spectators under the age of 16 would be permitted. He stated this would typically be siblings wishing to watch their older brother/sister play on the high school golf team.

Councilmember Piekarski Krech stated she would be in favor of allowing siblings under the age of 16 provided there was verbiage added requiring that the minor be supervised by a parent.

Mayor Tourville stated the supervising adult could be a guardian rather than a parent.

Mr. Kuntz advised that he would meet with Mr. McMurchie to refine the language after receiving direction from the City Council.

Commissioner Schueller questioned the age 16 restriction, stating that freshman and sophomores younger than 16 may wish to watch their teammates.

Mayor Tourville suggested that Commissioner Schueller work with Mr. McMurchie and the City Attorney to change the language to refer to class level rather than age.

5. 93RD STREET EXTENSION FEASIBILITY – CITY PROJECT NO. 2011-04

Mr. Kaldunski presented the feasibility study for the 93rd Street extension from Abigail Court to 90th Street East. He advised that the project was initiated in response to a petition signed by 11 residents that live on 90th Street. Staff recommended a standard 28 foot road width. Mr. Kaldunski noted that the costs are relatively expensive; however, it would be 100% assessed to the people who petitioned for the improvement. He noted that any green acre parcels would qualify for some deferment until further development occurred, the City would need to acquire property for a drainage easement, and staff recommended that the assessed property owners sign waivers of assessments.

Councilmember Klein asked if this was a conservative cost estimate.

Mr. Kaldunski replied in the affirmative, stating they had a 10% contingency and that similar projects typically come in 15%-20% under estimate.

Councilmember Klein asked if staff could tie this in with a larger project in an effort to minimize costs.

Mr. Thureen stated that due to the location and the timing issue there would likely be no financial benefit to coordinating this with another project.

Mayor Tourville asked if staff received any opposing comments from neighboring property owners who would not be assessed.

Mr. Kaldunski replied that he received one such email from a property owner opposed to the project.

6. COMMUNITY GARDENS

In response to Council's request, Mr. Hunting presented draft regulations for community gardens. He asked for Council direction in regard to whether or not solid screen fencing should be required along boundaries that abut arterial or community collector roads. In the case of Grace Church this regulation would require a solid fence along 80th Street and along Highway 52.

Councilmember Piekarski Krech suggested having a vegetative buffer rather than solid screen fencing (i.e. trees, shrubs, etc.).

Mayor Tourville stated the fencing requirement would make community gardens unaffordable.

Jim Spade, Grace Church of Nazarene, stated they could not afford to install a solid screen fence but would be amenable to planting vegetation along the borders.

Councilmember Klein stated this was not a good location for a community garden as it could look unsightly. He questioned why this should be an ordinance rather than a guideline.

Mr. Hunting replied it is clearer if it is put into ordinance language.

Councilmember Klein asked how many cities had guidelines versus ordinances.

INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION – March 12, 2012

Mr. Hunting replied that he did not do extensive research but found that some are by ordinance but most use guidelines through their Parks Department.

Councilmember Piekarski Krech stated that because the City was not doing the community garden as a government entity she supported drafting an ordinance rather than guidelines.

Mr. Hunting stated he would prepare an ordinance and take it to public hearing with the Planning Commission.

The meeting was adjourned at 6:33 p.m.

DRAFT

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 12, 2012 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, March 12, 2012, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Police Chief Stanger, Fire Chief Thill and Recording Clerk Fox

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Klein removed Item 4A, Minutes of the February 27, 2012 Regular Council Meeting, from the Consent Agenda.

Citizen Allan Cederberg requested that Item 4K, 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, be removed from the Consent Agenda.

Councilmember Grannis removed Item 4O, Approve Contract for Tree Clearing at the Rock Island Swing Bridge Site, from the Consent Agenda.

Councilmember Klein removed Item 4S, Authorize Community Assessment Survey for Older Adults, and Item 4T, Award Custodial Services Contract, from the Consent Agenda.

B. Resolution No. 12-31 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 No. 12-32 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. Resolution No. 12-33 Approving 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. Resolution No. 12-34 Approving 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. Resolution No. 12-35 Approving Amendment to Argenta Hills 2nd Addition Development Contract and Argenta Hills 3rd Addition Development Contract

M. Resolution No. 12-36 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. Resolution No. 12-37** Granting Easements for T.H. 3 Turn Lanes at Autumn Way – City Project No. 2010-41
- P.** Approve Joint Powers Agreement with Dakota County for the Construction of the Central Segment of the Mississippi River Regional Trail
- Q. Resolution No. 12-38** 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 Streets Right-of-Way within the Plat of Dorr's Third Inver Grove Addition
- U.** Personnel Actions

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

Ayes: 5

Nays: 0 **Motion carried.**

- A.** Minutes – February 27, 2012 Regular Council Meeting

Councilmember Klein stated he was not present at the meeting on February 27th.

Motion by Grannis, second by Madden, to approve the Minutes of the February 27, 2012 Regular Council Meeting

Ayes: 4

Nays: 0

Abstain: 1 (Klein) **Motion carried.**

- K.** Approving 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

Allan Cederberg, 1162 E. 82nd St., advised that he lived within walking distance of the development. He stated his concern was that only one entrance was planned for the development. He opined that an emergency exit should be included to service the development of 160 homes.

Mr. Lynch clarified that there would be 160 units total in the entire development, not 160 units in this specific section of the development. He noted subsequent phases of construction for the entire development would include both single family and multiple family homes. He explained there would be a secondary entrance and exit for all of the units, but the platted area currently being discussed would have one entrance and exit to serve approximately 55 units. He stated the issue was reviewed and approved by the Planning Commission.

Motion by Klein, second by Madden, to adopt Resolution No. 12-34 approving 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

Ayes: 5

Nays: 0 **Motion carried.**

- O.** Approve Contract for Tree Clearing at the Rock Island Swing Bridge Site

Councilmember Grannis explained he asked that the item be pulled because of concerns raised during the work session about paying for things. He stated this request was to clear trees to facilitate construction of a trail, and expressed concern that they are going to start doing more and more work in that area and it may not be the most appropriate use of money given the City's financial situation.

Mr. Carlson stated the City recently acquired half of the railroad bed and acknowledged that some of the tree clearing is related to installing the trails that will lead up to the overlook and connect to the Mississippi River Regional Trail. He explained some of the tree clearing is also to clean up the area between 66th Street and the railroad bed and make it more aesthetically pleasing for visitors.

Mayor Tourville asked if there were more things that would need to be completed in order to move forward with construction of the trail and the work on 66th Street.

Mr. Carlson indicated that the 66th Street project would be brought to the Council for consideration in April. He explained staff wanted to complete the tree clearing separate from that project to maintain more control over the process. He stated following that project the County planned to install a parking lot and restroom facility. He noted the County would be responsible for funding that project and for maintaining the facility.

Councilmember Klein questioned if the City had the equipment to remove some of the trees before they needed to be grubbed.

Mr. Carlson responded in the negative.

Councilmember Madden questioned if this work would have to be done in the future as part of the overall project.

Mr. Carlson stated in staff's opinion it would have to be done as part of the overall project. He explained staff felt it would be better to do the work now before the road is redone and the trail is installed to prevent damage to any of the new construction.

Councilmember Madden stated the work would most likely be more expensive in the future and it would be a good idea to get it done now.

Councilmember Piekarski Krech questioned if the quote included the seeding and wildflower mix.

Mr. Carlson explained he would get back to the Council with an answer as to whether or not the seeding was included in the price.

Mayor Tourville stated the contractor may want to wait to seed until after 66th Street is completed.

Councilmember Piekarski Krech stated she was concerned with how much the seeding will cost if it is not included in this scope of work.

Motion by Klein, second by Madden, to approve contract for tree clearing at the Rock Island Swing Bridge Site

Ayes: 3

Nays: 2 (Grannis, Piekarski Krech) Motion carried.

S. Authorize Community Assessment Survey for Older Adults

Councilmember Klein questioned if the survey would be a cooperative effort with Community Ed or the school district.

Tracy Petersen, Recreation Superintendent, explained the survey would be done in conjunction with Community Education.

Councilmember Klein confirmed that Community Education would be splitting the cost of the survey with the City, and the City's share of the cost would be \$5,140.

Ms. Petersen responded in the affirmative.

Motion by Klein, second by Madden, to authorize Community Assessment Survey for Older Adults

Ayes: 5

Nays: 0 Motion carried.

T. Award Custodial Services Contract

Councilmember Klein questioned if the contract would affect any current employees hours or positions.

Mr. Carlson stated it would not.

Mr. Lynch noted some job descriptions would be tweaked in light of the fact that some employees will be

asked to work different hours. He confirmed that no employee would lose their job, have their pay reduced, or lose seniority as a result of the new contract.

Councilmember Piekarski Krech questioned if employee pay would have to be increased due to the job description changes.

Mr. Lynch responded in the negative.

Craig Petersen, Perfection Plus Inc., stated his company bid on the custodial services contract. He reviewed the company's qualifications and opined his company was the better candidate for the custodial services contract. He expressed concern that their proposal was significantly lower than the company staff recommended, and felt the interview process was too brief. He asked Council to award the contract to the low bidder.

Mayor Tourville explained that a professional services contract does not have to be awarded to the lowest responsible bidder. He stated the relationship between the two parties is an important factor as well.

Councilmember Klein noted staff felt that the other bidders failed to provide the same level of detail to their approach.

Councilmember Piekarski Krech questioned if a two year contract was required.

Mr. Carlson stated the RFP indicated that the City was looking to enter into a two year contract for the professional services. He noted the contract contained language that would allow the City to terminate the contract if it was determined that the service was not satisfactory.

Mr. Kuntz stated a 30-day written notice of termination was required.

Motion by Klein, second by Madden, to award Custodial Services Contract to Common Sense.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Allan Cederberg, 1162 E. 82nd St., stated he contacted Alcohol and Gambling Enforcement regarding the King of Diamonds and was informed that the Optional 2am license was limited to the sale of alcohol and did not pertain to the adult use. He opined that the City was breaking the law by allowing the adult use to continue until 2 am.

Mayor Tourville clarified that Alcohol and Gambling Enforcement did not comment on legality of the adult use because it was not within their agency's purview.

Councilmember Piekarski Krech stated the establishment's hours of operation coincide with the optional 2 am liquor license.

Mayor Tourville suggested that Council direct Mr. Kuntz to draft a response addressing the issue outlining the City's position.

Motion by Piekarski Krech, second by Klein, to receive letter presented by Mr. Cederberg from the Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division.

Ayes: 3

Nays: 2 (Grannis, Madden) Motion carried.

Mr. Lynch explained that Mr. Cederberg has asked the same questions on several occasions and been given a response by himself, the Assistant City Administrator, and the City Attorney. He stated Mr. Cederberg does not believe any of the responses the City has provided to him. He noted Mr. Cederberg has caused staff and the City Attorney to spend an inordinate amount of time and effort, at a substantial cost, to answer the same question multiple times. He stated he did not feel it was worth Mr. Kuntz's time and effort to respond to the question again because, in his opinion, Mr. Cederberg would not believe the response that would be provided.

Mayor Tourville stated it may be helpful for the Council to have Mr. Kuntz's response in writing.

Mr. Lynch noted Mr. Kuntz did previously provide a written response and Mr. Cederberg did not agree with or like the answer that was provided.

Mayor Tourville reiterated that it would be helpful for the Council to receive the written response as well. Councilmember Piekarski Krech asked for a copy of the response that was provided to Mr. Cederberg.

6. PUBLIC HEARINGS: None.

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

Mr. Link reviewed the location of the property. He stated there was an existing monument sign in front of the Holiday gas station that was 113 square feet in size. He explained the applicant would like to increase the size of the existing sign to 122 square feet. He noted the actual monument would not change; the existing reader board would simply be replaced with a digital price display and an electronic message center. He stated both Planning staff and the Planning Commission recommended approval of the request.

Motion by Piekarski Krech, second by Klein, to adopt Resolution No. 12-39 approving an amendment to a Planned Unit Development to Increase the Size of an Existing Multi-Use Tenant Monument Sign for property located at 9087 Broderick Boulevard.

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

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

Mr. Lynch explained the request involved the sale of \$5,835,000 general obligation utility revenue refunding bonds in order to provide funds sufficient for a crossover refunding of three separate issues including: the 2014-2018 maturities of \$4,760,000 of general obligation water revenue refunding bonds (Series 2004B), the 2014-2017 maturities of \$905,000 of general obligation storm water refunding bonds (Series 2005D), and the 2015-2022 maturities of \$4,725,000 of general obligation water revenue bonds (Series 2006C).

Councilmember Klein questioned what the cost savings would be.

Mr. Lynch stated the savings would be approximately \$400,000 after applicable fees and charges. He stated the rate would be determined during a future bond rating call.

Steve Apfelbacher, Ehlers and Associates, stated a 1.33% interest rate was projected and a savings of just under 8% was anticipated.

Motion by Klein, second by Grannis, to adopt Resolution No. 12-40 approving the sale of General Obligation Utility Revenue Refunding Bonds, Series 2012A.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Madden expressed condolences to the family of Mr. Ed Gunter.

Mayor Tourville commented on the success of the Simley High School Wrestling team.

9. **ADJOURN:** Motion by Grannis, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 7:50 p.m.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 26, 2012
 Item Type: Consent
 Contact: Bill Schroepfer 651-450-2516
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of March 8, 2012 to March 21, 2012.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 21, 2012. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$170,459.09
Debt Service & Capital Projects	348,691.17
Enterprise & Internal Service	346,816.27
Escrows	8,792.35
	<hr/>
Grand Total for All Funds	<u><u>\$874,758.88</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period March 8, 2012 to March 21, 2012 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING March 21, 2012**

WHEREAS, a list of disbursements for the period ending March 21, 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	\$170,459.09
Debt Service & Capital Projects	348,691.17
Enterprise & Internal Service	346,816.27
Escrows	8,792.35
Grand Total for All Funds	<u><u>\$874,758.88</u></u>

Adopted by the City Council of Inver Grove Heights this 26th day of March, 2012.

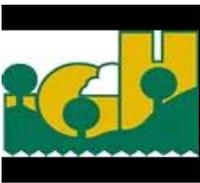
Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk



Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
360 COMMUNITIES	2/13/12	03/17/2012	ELAN CC MARCH 2012	101.42.4000.421.50075	75.00
ACE PAINT & HARDWARE	510616/5	03/14/2012	CUST #501126	101.42.4200.423.60011	4.26
ALEX AIR APPARATUS, INC.	21423	03/14/2012	3/8/12	101.42.4200.423.40042	705.00
ARAMARK	6297447865	03/14/2012	3/7/12	101.44.6000.451.60045	30.26
ARAMARK	6297447865	03/14/2012	3/7/12	101.43.5200.443.60045	25.22
ARAMARK UNIFORM SERVICES	629-7452806	03/21/2012	15353001	101.44.6000.451.60045	40.30
ARAMARK UNIFORM SERVICES	629-7452806	03/21/2012	15353001	101.43.5200.443.60045	15.70
ASSOCIATION OF CERTIFIED FRAUD EXAMINERS	617370	03/14/2012	FINANCE DUES & MEMBERSHIP	101.41.2000.415.50070	175.00
AT & T MOBILITY	287237771092X03122012	03/21/2012	3/4/12	101.41.1000.413.50020	52.69
AT & T MOBILITY	287237771092X03122012	03/21/2012	3/4/12	101.41.1100.413.50020	26.34
BARNA, GUZY, & STEFFEN LTD	INV0007975	03/21/2012	STATEMENT #94566	101.41.1100.413.30430	572.00
BELLEISLE, MONICA	2/29/12	03/14/2012	MILEAGE FOR FEB.	101.42.4200.423.50065	55.41
BEST BUY #6	790826	03/14/2012	CUST #12842	101.42.4000.421.60040	179.95
BEST BUY #6	819475	03/14/2012	CUST #12842	101.42.4000.421.60065	42.84
BOTACH TACTICAL	2/24/12	03/17/2012	ELAN CC MARCH 2012	101.42.4000.421.60065	38.00
BRANDT, BRIAN	3/12/12	03/21/2012	EXTRACTION TOOL	101.42.4200.423.60040	25.62
CAPITAL SALES CO.	2/23/12	03/17/2012	ELAN CC MARCH 2012	101.42.4200.423.60018	208.90
CENTURY LINK	2/19/12	03/14/2012	ACCCT #6514559072	101.42.4200.423.50020	41.56
CENTURY LINK	2/22/12	03/14/2012	ACCT #6514577671 869	101.44.6000.451.50020	41.78
CENTURY LINK	2-22-12	03/14/2012	ACCT #6514577674 999	101.44.6000.451.50020	41.78
CHAMPLAIN PLANNING PRESS, INC.	30904	03/14/2012	PLANNING COMM JOURNAL	101.45.3200.419.50070	81.50
CRAWFORD DOOR SALES COMPANY	5520	03/14/2012	CUSTOMER 4373	101.42.4200.423.40040	152.00
CULLIGAN	2/29/12	03/14/2012	ACCT #157-98459100-6	101.42.4000.423.60065	20.79
DAKOTA COUNTY	JAN-12	03/21/2012	ACCT 0430 RADIO SUBSCRIBER FEES	101.42.4200.423.70501	46.51
DAKOTA COUNTY	JAN-12	03/21/2012	ACCT 0430 RADIO SUBSCRIBER FEES	101.42.4200.423.70501	1,372.09
DAKOTA COUNTY	JAN-12	03/21/2012	ACCT 0430 RADIO SUBSCRIBER FEES	101.42.4000.421.70300	1,325.58
DAKOTA CTY FIRE CHIEFS ASSN	4/11/12	03/14/2012	REGISTRATION 4/11 4/12	101.42.4000.421.50080	30.00
DAKOTA ELECTRIC ASSN	02/28/12	03/14/2012	ACCT #393563-2	101.44.6000.451.40020	153.05
DAKOTA ELECTRIC ASSN	02-28-12	03/14/2012	ACCT #250165.8	101.44.6000.451.40020	54.55
DAKOTA ELECTRIC ASSN	02-28-2012	03/14/2012	ACCT #443054-2	101.44.6000.451.40020	14.40
DAKOTA ELECTRIC ASSN	2-28-12	03/14/2012	ACCT #246837-9	101.44.6000.451.40020	356.19
DAKOTA ELECTRIC ASSN	ACCT #461221-4	03/14/2012	ACCT 461224-4	101.43.5400.445.40020	97.21
DAKOTA ELECTRIC ASSN	ACCT 426713-4	03/14/2012	ACCT #426713-4	101.43.5400.445.40020	66.13
DAKOTA ELECTRIC ASSN	3/6/12	03/21/2012	ACCT 109394-7	101.43.5400.445.40020	1,156.33
DELL MARKETING	ORDER #928371165	03/14/2012	CUST #019388783	101.41.2000.415.60042	119.82
DELL MARKETING	XFNM7PF57	03/14/2012	CUST #019368783	101.41.2000.415.60042	174.81
DICKEY'S	2/27/12	03/17/2012	ELAN CC MARCH 2012	101.41.1000.413.50075	173.69
DLT SOLUTIONS INC	SI179011	03/14/2012	IGH01	101.43.5100.442.60042	7,347.49
ECOLAB VEHICLE CARE DIVISION	8106502	03/21/2012	097014773	101.42.4200.423.60011	95.75
EMMONS & OLIVIER RESOURCES	00095-00032-10	03/14/2012	REVIEW PROCESS SUPPORT	101.43.5100.442.30300	1,334.50
EMMONS & OLIVIER RESOURCES	00095-0034-1	03/21/2012	JOB 00095-0034	101.43.5100.442.30700	937.50
FIRSTSCRIBE	23738	03/14/2012	3/1/12	101.43.5100.442.40044	250.00
FOX, KIM	3/13/12	03/21/2012	REFERESHMENTS CONCORD OPEN HOUSE	101.45.3000.419.60065	18.16
GLASSING FLORIST	317511	03/14/2012	ACCT 2001	101.41.1000.413.60065	58.67
GRAINGER	9779305300	03/21/2012	806460150	101.43.5200.443.60040	318.36
HILLYARD INC	600152041	03/21/2012	274086	101.42.4200.423.60011	287.96
HUDSON MAP COMPANY	2/23/12	03/17/2012	ELAN CC MARCH 2012	101.42.4200.423.60065	108.25
HYDROCAD SOFTWARE SOLUTIONS LLC	21277	03/14/2012	END USER ID #8606	101.43.5100.442.60042	822.00
HYDROCAD SOFTWARE SOLUTIONS LLC	3/1/12	03/14/2012	END USER ID #8606 RENEWAL PRIME SUPPORT	101.43.5100.442.60042	120.00
INNOCORP, LTD	2/7/12	03/17/2012	ELAN CC MARCH 2012	101.42.4000.421.60065	19.90
INT'L ASSN OF ARSON INVESTIGATORS	35692	03/14/2012	IAAI MEMBERSHIOP	101.42.4200.423.50070	75.00
INVERCITY PRINTING INC	120224	03/21/2012	500 door hangars	101.45.3300.419.60040	149.61
J & J GLASSING FLORAL	8276	03/14/2012	FLOWERS SCHULTZ	101.42.4000.421.60065	57.58
J.P. COOKE CO	168001	03/14/2012	JOB #663231	101.45.3300.419.60040	48.15
J-C PRESS	121073	03/21/2012	CUST CODE 1598 JOB 121073	101.41.1100.413.50032	3,260.00
KALDUNSKI, TOM	3/16/12	03/21/2012	REIMBURSE-CONDAC MTG	101.43.5000.441.50075	170.16
KEEPRS, INC	183991	03/14/2012	CUST CODE INV GROHTPD	101.42.4000.421.60045	474.05
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.42.4200.423.30420	636.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.45.3000.419.30420	728.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.43.5000.441.30420	3,681.47
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.44.6000.451.30420	3,890.16
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.41.2000.415.30420	36.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.42.4000.421.30420	672.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.45.3200.419.30420	2,740.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.45.3200.419.30420	124.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.41.1000.413.30420	2,408.40
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	101.42.4000.421.30420	16.00
LILLIE SUBURBAN NEWSPAPERS	1/31/12	03/21/2012	ACCOUNT 001363	101.43.5100.421.442.50025	69.00
LILLIE SUBURBAN NEWSPAPERS	1/31/12	03/21/2012	ACCOUNT 001363	101.45.3200.419.50025	50.00
LILLIE SUBURBAN NEWSPAPERS	1/31/12	03/21/2012	ACCOUNT 001363	101.42.4000.421.50030	18.75

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
LILLIE SUBURBAN NEWSPAPERS	1/31/12	03/21/2012	ACCOUNT 001363	101.41.1100.413.50025	36.75
LILLIE SUBURBAN NEWSPAPERS	1/31/12	03/21/2012	ACCOUNT 001363	101.42.4000.421.50030	20.13
LILLIE SUBURBAN NEWSPAPERS	2/29/12	03/21/2012	ACCOUNT 001363	101.41.1100.413.50025	1,850.02
LILLIE SUBURBAN NEWSPAPERS	2/29/12	03/21/2012	ACCOUNT 001363	101.43.5100.442.50025	71.88
LILLIE SUBURBAN NEWSPAPERS	2/29/12	03/21/2012	ACCOUNT 001363	101.45.3200.419.50025	49.00
LOWER MISSISSIPPI RIVER WMO	2012-02	03/21/2012	2012 DUES LOWER MIS. RIVER WMO	101.43.5000.441.30300	27,067.23
MARTIN-MCALLISTER	7794	03/14/2012	CUST ID INV001	101.41.1100.413.30500	400.00
METROPOLITAN COUNCIL ENVIRON SRVCS	FEBRUARY 2012	03/14/2012	FEBRUARY 2012	101.41.0000.3414000	(70.95)
MID-AMERICA BUSINESS SYSTEMS	720539	03/21/2012	CUST #1259	101.41.1100.413.40049	9,015.75
MINNEAPOLIS OXYGEN CO.	171034224	03/14/2012	ACCOUNT 113504	101.42.4200.423.40020	13.64
MINNEAPOLIS OXYGEN CO.	171034225	03/14/2012	ACCOUNT 113505	101.42.4200.423.40042	75.00
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0007531	03/09/2012	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	301.33
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0007532	03/09/2012	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005	101.203.2032100	665.06
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	101.207.2070000	222.10
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	101.42.4200.423.60040	39.19
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	101.207.2070300	29.96
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	101.44.6000.451.60066	146.03
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	101.41.2000.415.50030	6.53
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	101.42.4000.421.60018	3.39
MN GFOA	3/12/12	03/21/2012	2012 RENEWAL FORM SCHROEPPER	101.41.2000.415.50070	60.00
MN GFOA	Renewal	03/21/2012	2012 Renewal William Schroepper	101.41.2000.415.50070	60.00
MN GLOVE & SAFETY, INC.	261518	03/21/2012	3/8/12	101.43.5200.443.60045	75.96
MN SOCIETY OF CPA'S	2/1/12	03/14/2012	ANNUAL DUES ID#184448	101.41.2000.415.50070	245.00
MOORE MEDICAL LLC	81784264 EI	03/14/2012	CUSTOMER 21185816	101.42.4200.423.40042	98.75
MUNICIPAL EMERGENCY SERVICES, INC.	00298907_SNV	03/14/2012	INV ACCT#43426	101.42.4200.423.60045	330.18
MUNICIPAL EMERGENCY SERVICES, INC.	00301336_SNV	03/21/2012	ORDER 249696	101.42.4200.423.60045	1,102.48
NATIONAL RESERVE LAW OFFICERS	55077MN12	03/14/2012	INS & MEMBERSHIP DUES	101.42.4000.421.50070	312.00
NICHOLAS PEDERSEN	2/27/12	03/14/2012	BAUSTIC VEST	101.42.4000.421.60045	537.50
NORTH COUNTRY INTERIORS	574097	03/14/2012	1/13/12	101.45.3000.419.30700	404.78
NORTH COUNTRY INTERIORS	751451	02/22/2012	7456 SO ROBERT TRAIL	101.45.3300.419.30700	342.68
NORTHWEST LASERS, INC.	S1000051714	03/14/2012	CUST #143033	101.43.5100.442.60045	108.80
NSRMAA	WEEKEND CONFERENCE	03/14/2012	MARCH 23-25 CONFERENCE; OSWALD & RANK	101.42.4200.423.50080	300.00
OLD WORLD PIZZA	2/20/12	03/17/2012	ELAN CC MARCH 2012	101.42.4200.423.50075	70.42
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	101.41.2000.415.30550	19.39
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	101.45.3000.419.30550	12.30
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	101.42.4000.421.30550	84.75
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	101.41.1100.413.30550	22.10
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	101.43.5000.441.30550	6.65
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	101.43.5100.442.30550	28.75
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	101.44.6000.451.30550	10.68
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	101.45.3300.419.30550	12.30
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	101.41.2000.415.30550	19.39
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	101.42.4000.421.30550	90.40
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	101.43.5000.441.30550	6.65
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	101.43.5100.442.30550	28.75
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	101.45.3000.419.30550	12.30
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	101.44.6000.451.30550	10.68
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	101.41.1100.413.30550	22.10
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	101.45.3000.419.30550	12.30
PIPE SERVICES CORPORATION	2007458	12/31/2011	12/15/11	101.43.5200.443.40066	13,477.75
POTBELLY SANDWICH WORKS	2/13/12	03/17/2012	ELAN CC MARCH 2012	101.41.1000.413.50075	177.41
RCM SPECIALTIES, INC.	3268	03/21/2012	3/15/12	101.43.5200.443.60016	332.76
RDJ SPECIALTIES, INC.	034337	03/14/2012	ORDER #428128	101.42.4000.421.60006	354.73
RDJ SPECIALTIES, INC.	034454	03/14/2012	ORDER #428128	101.42.4000.421.60006	256.13
RIVER HEIGHTS CHAMBER OF COMMERCE	2114	03/14/2012	GEORGE TOURVILLE	101.41.1000.413.50080	20.00
SAM'S CLUB	2/10/12	03/14/2012	2/10/12	101.41.1000.413.50075	26.13
SAM'S CLUB	2/23/12 FIRE DEPT	02/21/2012	7715090412334891	101.42.4200.423.60011	114.59
SAM'S CLUB	2/23/12 FIRE DEPT	02/21/2012	7715090412334891	101.42.4200.423.60018	222.82
SENSIBLE LAND USE COALITION	3/9/12	03/14/2012	HOA LITIGATION SEMINAR	101.45.3000.419.50080	38.00
SENSIBLE LAND USE COALITION	3/9/12	03/14/2012	HOA LITIGATION SEMINAR	101.45.3300.419.50080	38.00
SENSIBLE LAND USE COALITION	3/9/12	03/14/2012	HOA LITIGATION SEMINAR	101.45.3200.419.50080	38.00
SHARROW LIFTING PRODUCTS	47710	03/14/2012	ORDER #169102	101.42.4200.423.40040	847.69
SPRINT	378740559017	03/14/2012	ACCT #378740559	101.43.5000.441.50020	51.12
SPRINT	378740559017	03/14/2012	ACCT #378740559	101.43.5100.442.50020	235.00
SPRINT	603079272004	03/14/2012	ACCT #603079272	101.41.1100.413.50020	87.81
SPRINT	603079272004	03/14/2012	SCT #603079272	101.45.3000.419.50020	67.72
STEENBERG, LUKE	2/21/12	03/14/2012	SUPPLIES MENARDS	101.42.4200.423.40040	30.98
T MOBILE	2/28/12	03/14/2012	ACCT #494910368	101.43.5100.442.50020	49.99
T MOBILE	3/8/12	03/21/2012	ACCOUNT 494910368	101.43.5100.442.50020	49.99
TIMESAVER OFF SITE SECRETARIAL INC	ANOKA OFFICE #M18906	03/14/2012	2 COUNCIL MTNGS 2/13 & 2/27	101.41.1000.413.30700	499.50
TIMESAVER OFF SITE SECRETARIAL INC	M18941	03/21/2012	ANOKA OFFICE	101.41.1100.413.30700	141.00
TRACTOR SUPPLY CREDIT PLAN	3/7/12	03/21/2012	TICKED #65125	101.43.5200.443.60016	75.53
TRANS UNION LLC	2217825	03/21/2012	CUST ID 924V0008542	101.41.1100.413.30500	186.00
TRANS UNION LLC	22454696	03/21/2012	CUST ID 924V0009007	101.41.1100.413.30500	16.20
U OF M - CCE REGISTRATION	3/5/12	03/21/2012	CONF #1235444 ACCT #E627002	101.43.5200.443.50080	125.00
U OF M - WDCP	3/15/12	03/21/2012	NICK HAHN DELINEATOR CERT PROGRAM	101.43.5100.442.50080	175.00
UNIFORMS UNLIMITED	111370	03/14/2012	CUST #114866	101.42.4000.421.60045	471.59
UNIFORMS UNLIMITED	111472	03/14/2012	ACCT #114866	101.42.4000.421.60045	5.34
UNIFORMS UNLIMITED	111475	03/14/2012	ACCT #114866	101.42.4000.421.60045	35.00

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
USA MOBILITY WIRELESS INC	V0317409C	03/14/2012	ACCT #0317409-1	101.42.4000.421.50020	4.91
VIKING INDUSTRIAL CENTER	291790	03/21/2012	P O JOB #STREET DEPT	101.43.5200.443.60040	256.38
WHAT WORKS INC	IGX12-01	03/21/2012	3/10/12	101.41.1100.413.30700	1,140.00
WHAT WORKS INC	IGX12-02	03/21/2012	3/10/12	101.41.1100.413.30700	880.00
XCEL ENERGY	STATEMENT # 313037958	03/14/2012	ACCT #51-5279113-0	101.43.5200.443.40020	124.89
XCEL ENERGY	STATEMENT #316193990	03/14/2012	ACCT #51-8849473-7	101.43.5400.445.40020	164.43
XCEL ENERGY	STATEMENT 316208380	03/14/2012	ACCT #51-9782436-1	101.43.5400.445.40020	243.65
XCEL ENERGY	316618104	03/14/2012	ACCOUNT 51-5279113-0	101.43.5200.443.40020	140.28
XCEL ENERGY	316618104	03/14/2012	ACCOUNT 51-5279113-0	101.43.5400.445.40020	39,180.65
XCEL ENERGY	316809847	03/14/2012	ACCOUNT 51-6431857-4	101.42.4200.423.40020	1,068.97
XCEL ENERGY	316809847	03/14/2012	ACCOUNT 51-6431857-4	101.42.4200.423.40010	1,758.26
XCEL ENERGY	3/15/12	03/21/2012	ACCT 351-9359857-3	101.43.5400.445.40020	408.11
ZOYA, KENT	3/1/12	03/14/2012	PHOTO FRAMES	101.42.4200.423.60065	20.30
Fund: 101 - GENERAL FUND					146,962.82
COPY RIGHT	54150	03/14/2012	ACCT 2803 GUIDES	201.44.1600.465.50035	119.36
EXPLORE MINNESOTA TOURISM	3/5/12	03/14/2012	2012 ONLINE CONTRACT & INVOICE	201.44.1600.465.50080	350.00
RIVER HEIGHTS CHAMBER OF COMMERCE	2269	03/14/2012	ADMN SERVICES FEB	201.44.1600.465.40065	200.00
RIVER HEIGHTS CHAMBER OF COMMERCE	2269	03/14/2012	ADMN SERVICES FEB	201.44.1600.465.30700	1,666.67
Fund: 201 - C.V.B. FUND					2,336.03
AMAZON.COM	2/5/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	6.93
APPLEBEE'S	2/9/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	50.00
DICK'S SPORTING GOODS	2/19/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	(109.35)
DRKULAS 32 BOWL	2/18/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	75.00
MICHAEL'S	2/9/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	154.85
MICHAEL'S	2/17/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	(88.61)
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	204.207.2070000	18.15
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	204.207.2070300	585.25
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	204.44.6100.452.60009	2.27
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	204.44.6100.452.60040	50.12
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	204.44.6100.452.30550	13.09
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	204.44.6100.452.30550	13.09
PARTY CITY EAGAN	2/3/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	49.52
PARTY CITY EAGAN	2/3/12 B	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	46.00
PARTY CITY EAGAN	2/5/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	101.44
PARTY CITY EAGAN	2/9/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	232.39
PARTY CITY EAGAN	2/10/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	31.34
PARTY CITY EAGAN	2/17/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	(20.11)
SAM'S CLUB	2/23/12 RECREATION	03/14/2012	PROJ #R40100	204.44.6100.452.60009	7.37
SAM'S CLUB	2/23/12 RECREATION	03/14/2012	7715090065702540	204.44.6100.452.60009	136.69
SAM'S CLUB	2/23/12 RECREATION	03/14/2012	7715090065702540	204.44.6100.452.60009	114.41
SAM'S CLUB	2/23/12 RECREATION	03/14/2012	7715090065702540	204.44.6100.452.60009	110.07
SAM'S CLUB	2/23/12 RECREATION	03/14/2012	2/23/12 RECREATION	204.44.6100.452.60009	38.03
SAM'S CLUB	2/23/12 VMCC -2	03/14/2012	7715090061606950	204.44.6100.452.60009	(26.48)
YARUSSO BROS.	2/10/12	03/17/2012	ELAN CC MARCH 2012	204.44.6100.452.60009	1,198.34
ZERO GRAVITY ENTERTAINMENT	3/12/12	03/12/2012	MOTHER/SON SPORT NIGHT	204.44.6100.452.30700	300.00
Fund: 204 - RECREATION FUND					3,089.80
ACE PAINT & HARDWARE	5106905	03/14/2012	JRNL#H77227	205.44.6200.453.60016	45.99
AQUA LOGIC, INC.	38629	03/14/2012	POOL PARTS	205.44.6200.453.60016	109.22
AQUA LOGIC, INC.	38629-2	03/21/2012	P O POOL PARTS	205.44.6200.453.60016	1,588.65
BIGSTOCK, INC.	2/23/12	03/17/2012	ELAN CC MARCH 2 2012	205.44.6200.453.60065	13.00
BOHRER, EILEEN	2/25/12	03/14/2012	REIMBURSE-CERTIFICATION TAI CHI	205.44.6200.453.50080	5.80
COCA COLA BOTTLING COMPANY	0168397308	03/07/2012	2/8/12	205.44.6200.453.76100	248.88
COMCAST	3/2/12	03/14/2012	ACCT #8772105910277033	205.44.6200.453.50070	87.50
DICKEY'S	2/18/12	03/17/2012	ELAN CC MARCH 2012	205.44.6200.453.76050	305.31
DICKEY'S	2/24/12	03/17/2012	ELAN CC MARCH 2012	205.44.6200.453.76050	(77.00)
GARTNER REFRIGERATION & MFG, INC	13512	03/14/2012	JOB #53375	205.44.6200.453.40010	1,897.00
GOTPRINT.COM	2/24/12	03/17/2012	ELAN CC MARCH 2012	205.44.6200.453.50030	46.44
HAWKINS, INC.	3315273 RL	03/14/2012	SALES ORDER #1558812 SL	205.44.6200.453.60024	1,503.43
HAWKINS, INC.	3315274 RL	03/14/2012	SALES ORDER #1558812 SL	205.44.6200.453.60024	2,342.72
HOME DEPOT CREDIT SERVICES	2991867	03/21/2012	3/8/12	205.44.6200.453.60016	43.94
J-C PRESS	121043	03/14/2012	CUST CODE #01598	205.44.6200.453.50030	117.57
MARSHALLS	2/7/12	03/17/2012	ELAN CC MARCH 2012	205.44.6200.453.60040	26.77
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	205.207.2070300	6,964.33
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	205.44.6200.453.50070	5.23
MN PREMIER PUBLICATIONS	131355	03/14/2012	ACCT #11211	205.44.6200.453.50025	200.00
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	205.44.6200.453.30550	28.23
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	205.44.6200.453.30550	28.23
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	205.44.6200.453.30550	5.65
PIONEER PRESS	0212414398	03/14/2012	ACCT #414398	205.44.6200.453.50025	500.00
R & R SPECIALTIES OF WI, INC.	004975-IN	03/14/2012	CUST IGHVET	205.44.6200.453.40042	33.50
RECREATION SUPPLY COMPANY	236075B	03/14/2012	UNDERPD ORIG INV. PO #AQ21412	205.44.6200.453.40040	278.51
ROACH, RICK	3/4/12	03/14/2012	MILEAGE	205.44.6200.453.60065	66.48

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ROACH, RICK	3/4/12	03/14/2012	MILEAGE	205.44.6200.453.50065	67.01
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.76100	28.56
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60065	28.53
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60065	11.52
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60065	6.95
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60065	77.84
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60016	21.40
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60011	39.61
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60065	38.29
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.76100	7.28
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.76050	20.68
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60065	75.72
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60011	39.62
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.60065	6.78
SAM'S CLUB	2/23 VMCC	03/14/2012	ACCT #7715090061606950	205.44.6200.453.76050	28.28
SAM'S CLUB	2/23/12 RECREATION	03/14/2012	7715090065702540	205.44.6200.453.60065	14.22
SAM'S CLUB	2/23/12 RECREATION	03/14/2012	7715090065702540	205.44.6200.453.60065	17.22
SAM'S CLUB	2/23/12 VMCC -2	03/14/2012	7715090061606950	205.44.6200.453.60065	(9.26)
SPRUNG SERVICES	61013	03/21/2012	BOILER EQUIP CHECK	205.44.6200.453.40040	630.50
SWANK MOTION PICTURE INC	RG 1661968	03/21/2012	CUST #259507002	205.44.6200.453.60065	290.31
TOLSMA, NICHOLAS	3/7/12	03/14/2012	REIMBURSE-TRX TRAINING	205.44.6200.453.50070	102.57
WAL-MART - IGH	2/14/12	03/17/2012	ELAN CC MARCH 2012	205.44.6200.453.60065	20.27
WAL-MART - IGH	2/23/12	03/17/2012	ELAN CC MARCH 2012	205.44.6200.453.60040	19.11
WAL-MART - IGH	2/23/12 B	03/17/2012	ELAN CC MARCH 2012	205.44.6200.453.60065	6.90
WAL-MART - IGH	2/23/12 C	03/17/2012	ELAN CC MARCH 2012	205.44.6200.453.60065	6.90
ZUMBA	2/22/12	03/17/2012	ELAN CC MARCH 2012	205.44.6200.453.50070	30.00
Fund: 205 - COMMUNITY CENTER					18,070.44
EHLERS AND ASSOCIATES, INC.	62688	03/14/2012	POST-ISSUANCE COMPLIANCE POLICY AND PR	399.57.9000.570.30150	500.00
Fund: 399 - CLOSED BOND FUND					500.00
EAGAN, CITY OF	FEBRUARY 2012	03/14/2012	FEBRUARY 2012	403.207.2070500	2,144.00
Fund: 403 - WATER CONNECTION FUND					2,144.00
METROPOLITAN COUNCIL ENVIRON SRVCS	FEBRUARY 2012	03/14/2012	FEBRUARY 2012	404.217.2170000	11,745.00
Fund: 404 - SEWER CONNECTION FUND					11,745.00
METZEN APPRAISALS	1/4/12	03/14/2012	CHAS CONCORD BLVD PHASE II	421.72.5900.721.30700	12,000.00
Fund: 421 - 2001 IMPROVEMENT FUND					12,000.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	425.72.5900.725.30420	94.50
Fund: 425 - 2005 IMPROVEMENT FUND					94.50
CDW GOVERNMENT INC	G413525	03/21/2012	CUST #2394832	428.72.5900.728.80600	247.35
DASCOM SYSTEMS GROUP LLC	PAY VOUCHER NO. 1	12/31/2011	CITY PROJECT NO. 2008-18	428.72.5900.728.80610	115,526.94
DASCOM SYSTEMS GROUP LLC	PAY VOUCHER NO. 2	12/31/2011	AV SYSTEM PUBLIC SAFETY ADDITION/RENOVA	428.72.5900.728.80610	1,207.84
DASCOM SYSTEMS GROUP LLC	FINAL PAY VOUCHER NO. 4	12/31/2011	FINAL PAY VOUCHER NO. 4 PACKAGE SYSTEM	428.72.5900.728.80610	11,421.25
DASCOM SYSTEMS GROUP LLC	JC20773	03/21/2012	CUST IGH001	428.72.5900.728.80610	4,511.19
LOW VOLTAGE CONTRACTORS	PAY VOUCHER NO. 10	12/31/2011	CITY PROJECT NO. 2008-18	428.72.5900.728.80610	6,307.05
Fund: 428 - 2008 IMPROVEMENT FUND					139,221.62
METZEN APPRAISALS	2/2/12	03/21/2012	#2009-II, 2009-21 & 2009-22 CONCORD BLVD F	429.72.5900.729.30700	4,000.00
METZEN APPRAISALS	2/2/12	03/21/2012	#2009-II, 2009-21 & 2009-22 CONCORD BLVD F	429.72.5900.729.30700	4,000.00
METZEN APPRAISALS	2/2/12	03/21/2012	#2009-II, 2009-21 & 2009-22 CONCORD BLVD F	429.72.5900.729.30700	4,000.00
Fund: 429 - 2009 IMPROVEMENT FUND					12,000.00
CONSTRUCTION BULLETIN	65791	03/21/2012	CUSTOMER 66661	431.73.5900.731.50025	217.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	431.73.5900.731.30420	1,331.28
LILLIE SUBURBAN NEWSPAPERS	1/31/12	03/21/2012	ACCOUNT 001363	431.73.5900.731.50025	122.50
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	431.207.2070000	2,544.47
SHENEHON COMPANY	6692	03/21/2012	CLIENT/MATTER #11177	431.73.5900.731.80100	5,049.00
SHORT ELLIOTT HENDRICKSON, INC.	253476	03/14/2012	CLIENT PROJECT #2011-08	431.73.5900.731.30300	14,638.47
SHORT ELLIOTT HENDRICKSON, INC.	254022	03/21/2012	PROJECT 116692	431.73.5900.731.30300	24,404.77
Fund: 431 - 2011 IMPROVEMENT FUND					48,307.49
AMERICAN ENGINEERING TESTING, INC.	53851	03/14/2012	PROJECT #03-04211	440.74.5900.740.30340	8,351.65
AMERICAN ENGINEERING TESTING, INC.	54081	03/21/2012	INV001	440.74.5900.740.30700	7,181.36
BOLTON & MENK, INC.	0145557	03/21/2012	PROJECT NO. T18.103889	440.74.5900.740.30300	95,072.50
CONSTRUCTION BULLETIN	65791	03/21/2012	CUSTOMER 66661	440.74.5900.740.50025	484.75
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	440.74.5900.740.30420	34.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	440.74.5900.740.30420	76.00
LILLIE SUBURBAN NEWSPAPERS	1/31/12	03/21/2012	ACCOUNT 001363	440.74.5900.740.50025	330.75
METZEN APPRAISALS	3/5/12	03/14/2012	CITY PROJ 2011-09D	440.74.5900.740.30300	500.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					112,031.01
EMMONS & OLIVIER RESOURCES	00095-00032-10	03/14/2012	REVIEW PROCESS SUPPORT	446.74.5900.746.30300	3,514.55
EMMONS & OLIVIER RESOURCES	00095-0034-1	03/21/2012	JOB 00095-0034	446.74.5900.746.30300	5,597.50
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	446.74.5900.746.30420	328.00
PIONEER ENGINEERING	92474	03/21/2012	PROJECT 111291	446.74.5900.746.30300	1,110.00
Fund: 446 - NW AREA					10,550.05
EHLERS AND ASSOCIATES, INC.	344334	03/14/2012	TIF REPORTING	453.57.9000.570.30150	97.50
Fund: 453 - SE QUADRANT TIF DIST 4-1					97.50

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ACE PAINT & HARDWARE	510690/5	03/14/2012	JRNL #H77227, CUST #501126	501.50.7100.512.60016	11.90
ACE PAINT & HARDWARE	510792/5	03/21/2012	CUST #501126	501.50.7100.512.60016	18.15
BERGERSON-CASWELL INC	13327	03/14/2012	JOB 9894t-IGH WELL 3	501.50.7100.512.40042	23,950.00
GA INDUSTRIES INC	IV121704	03/14/2012	ORDER #125350	501.50.7100.512.40042	607.40
HD SUPPLY WATERWORKS LTD	4500880	03/21/2012	ACCT #099872	501.50.7100.512.40043	272.51
J.L. WINGERT CO.	316712	03/21/2012	16689	501.50.7100.512.40043	113.32
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	501.207.2070300	1,225.27
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	501.207.2070300	11.22
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	501.207.2070000	23.12
MN GLOVE & SAFETY, INC.	261594	03/21/2012	3/12/12	501.50.7100.512.60045	34.99
MN GLOVE & SAFETY, INC.	261596	03/21/2012	3/12/21	501.50.7100.512.60045	144.95
MN PIPE & EQUIPMENT	279678	03/14/2012	CUST #2195	501.50.7100.512.60016	496.59
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	501.50.7100.512.30550	23.43
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	501.50.7100.512.30550	23.43
SCHERFF INC	3/9/12	03/21/2012	3/7/12 REMOVAL BLDG BLACKTOP	501.50.7100.512.40042	18,190.00
SPRIGGS PLUMBING & HEATING	1522C	03/21/2012	WASTE WATER TREATMENT PLANT AHU	501.50.7100.512.40040	1,632.62
SPRINT	842483314124	03/21/2012	84483314	501.50.7100.512.50020	285.35
TOTAL CONSTRUCTION & EQUIP.	53627	03/21/2012	CUST #CIT001	501.50.7100.512.40040	776.14
TRACTOR SUPPLY CREDIT PLAN	1/31/12	03/14/2012	P O #JIM S	501.50.7100.512.60016	17.11
XCEL ENERGY	3/20/12	03/21/2012	3/20/12	501.50.7100.512.40020	12,190.48
XCEL ENERGY	3/20/12	03/21/2012	3/20/12	501.50.7100.512.40010	1,403.37

Fund: 501 - WATER UTILITY FUND

61,451.35

EHLERS AND ASSOCIATES, INC.	344335	03/14/2012	UTILITY RATE STUDY	502.51.7200.514.30150	11,553.75
METROPOLITAN COUNCIL ENVIRON SRVCS	0000983678	03/14/2012	CUST #5084	502.51.7200.514.40015	120,470.15
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	502.51.7200.514.30550	15.62
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	502.51.7200.514.30550	15.62
XCEL ENERGY	3/20/12	03/21/2012	3/20/12	502.51.7200.514.40020	1,039.56

Fund: 502 - SEWER UTILITY FUND

133,094.70

ACE PAINT & HARDWARE	510719/5	03/21/2012	CUST #501126 PAINT SUPPLIES	503.52.8600.527.60012	26.67
ALL TEST & INSPECTIONS INC	CR12-11108	03/14/2012	2/27/12	503.52.8600.527.50045	364.80
ANOTHER LOCKSMITH	1394	03/21/2012	SERVICE CALL MASTER PADLOCK	503.52.8600.527.60020	259.98
BUSINESS VOICE	3/7/12	03/14/2012	INSTRUCT PROGRAMS	503.52.8500.526.50025	300.00
CLEVELAND GOLF	6604587	03/14/2012	ORDER #6604587	503.52.8200.523.76200	94.12
CLEVELAND GOLF	6604587	03/14/2012	ORDER #6604587	503.52.8200.523.76250	345.00
CLEVELAND GOLF	3670872 SO	03/14/2012	ORDER #6604587	503.52.8200.523.76250	219.14
CLEVELAND GOLF	3675814 SO	03/21/2012	ORDER #6604587	503.52.8200.523.76350	116.57
COCA COLA BOTTLING COMPANY	0118427401	01/11/2012	1/6/12	503.52.8300.524.76100	(254.08)
COCA COLA BOTTLING COMPANY	178512807	03/21/2012	OUTLET 3079049	503.52.8300.524.76050	1,976.24
CUTTER & BUCK	92015517	03/14/2012	ORDER #1732149	503.52.8600.527.60045	391.20
CUTTER & BUCK	92015517	03/14/2012	ORDER #1732149	503.52.8100.522.60045	300.00
CUTTER & BUCK	92015517	03/14/2012	ORDER #1732149	503.52.8000.521.60045	977.53
CUTTER & BUCK	92015517	03/14/2012	ORDER #1732149	503.52.8300.524.60045	206.40
DAKOTA ELECTRIC ASSN	2/28/12	03/14/2012	ACCT # 201260-5	503.52.8600.527.40020	282.00
DEX MEDIA EAST	2/20/12	03/14/2012	ACCT#110360619	503.52.8500.526.50025	106.42
FAST SIGNS	190-61079	03/14/2012	GOLF COURSE SIGNS	503.52.8000.521.60065	228.49
G & K SERVICES	1182515939	02/26/2012	ACCT #0001853776	503.52.8600.527.60045	129.69
G & K SERVICES	1182515939	02/26/2012	ACCT #0001853776	503.52.8600.527.60045	123.77
G & K SERVICES	1182515939	02/26/2012	ACCT #0001853776	503.52.8600.527.60045	137.59
G & K SERVICES	1182515939	02/26/2012	ACCT #0001853776	503.52.8600.527.60045	131.37
G & K SERVICES	1182625737	03/14/2012	CUST #01574-01	503.52.8600.527.60045	129.90
G & K SERVICES	1182636669	03/21/2012	CUST #1574-01 BILL TO 17194	503.52.8600.527.60045	131.37
GARY'S PEST CONTROL	47982	03/21/2012	INSPECTION	503.52.8500.526.40040	69.64
IMPERIAL HEADWEAR, INC.	0878735	03/14/2012	2/27/12	503.52.8200.523.76200	198.74
IMPERIAL HEADWEAR, INC.	0878736	03/14/2012	2/7/12	503.52.8200.523.76200	929.26
IMPERIAL HEADWEAR, INC.	879442	03/21/2012	CUST #28460	503.52.8200.523.76200	69.08
JJ TAYLOR DIST. COMPANY OF MN	1649986	11/23/2011	11/9/11	503.52.8300.524.76150	(236.95)
JJ TAYLOR DIST. COMPANY OF MN	1184576	12/14/2011	CUSTOMER 00834	503.52.8300.524.76150	(30.00)
JJ TAYLOR DIST. COMPANY OF MN	1713718	03/21/2012	CUST 834	503.52.8300.524.76150	432.80
MENARDS - WEST ST. PAUL	89122	03/14/2012	ACCT 30170265	503.52.8600.527.60020	46.91
MONTEREY CLUB/AM PLAYER	425022	03/21/2012	ORDER #	503.52.8200.523.76200	2,886.61
MTI DISTRIBUTING CO	825791-03	03/14/2012	2/15/123	503.52.8600.527.40042	48.05
MTI DISTRIBUTING CO	827199-00	03/14/2012	2/15/12	503.52.8600.527.40042	590.68
MTI DISTRIBUTING CO	827551-00	03/14/2012	2/17/12	503.52.8600.527.40042	1,393.09
NAPA OF INVER GROVE HEIGHTS	289088	03/14/2012	2/27/12	503.52.8600.527.60022	35.34
NARDINI FIRE EQUIPMENT CO., INC.	404657	03/14/2012	CUST ID INVGOLCLU	503.52.8600.527.60065	166.02
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	503.52.8500.526.30550	4.15
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	503.52.8600.527.30550	19.60
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	503.52.8500.526.30550	4.15
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	503.52.8600.527.30550	19.60
PARAMOUNT APPAREL INTERNATIONAL	1972500	03/14/2012	2013225	503.52.8200.523.76200	304.61
PETTY CASH - AL MCMURCHIE	3/7/12	03/09/2012	SEASON OPENING CHANGE BANK REQUIREME	503.100.1010800	300.00
PETTY CASH - AL MCMURCHIE	3/7/12	03/09/2012	SEASON OPENING CHANGE BANK REQUIREME	503.100.1010700	1,500.00
PINKY'S SEWER SERVICE INC	3/9/12	03/14/2012	3/9/12	503.52.8600.527.40015	425.00
PRECISION TURF & CHEMICAL INC	37907	03/14/2012	CUST INVE01	503.52.8600.527.60030	11,217.60
QUALITY LOCKSMITH SERVICE	69143	03/21/2012	SERVICE CALL EXTRACTION	503.52.8500.526.40040	90.36
REINDERS, INC.	2/29/12	03/14/2012	CUST #326799	503.52.8600.527.60050	408.34
SOUTH BAY DESIGN	3/1/12	03/14/2012	CUST CODE INVERWOOD-MONTLY SITE UPDAT	503.52.8500.526.50025	65.00
SPORT HALEY, INC.	PSI203984	03/21/2012	P O #KEY LIME ORDER #SO0481870	503.52.8200.523.76200	1,079.27

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
SPORT HALEY, INC.	PSI204101	03/21/2012	P O #SMORES ORDER #SO0481871	503.52.8200.523.76200	1,153.75
SPORT HALEY, INC.	204248	03/21/2012	SO0481870	503.52.8200.523.76200	42.14
SUN MOUNTAIN SPORTS	595855	03/14/2012	ACCT #5507701	503.52.8200.523.76350	565.00
T & A UPHOLSTERY	1703	03/21/2012	3/12/12	503.52.8600.527.40042	247.46
TAYLORMADE ADIDAS GOLF CO.	17326075	03/14/2012	ACCT #602343	503.52.8200.523.76200	2,863.10
TDS METROCOM	3/13/12	03/21/2012	ASSOCIATED SVC, MONTHLY SVC	503.52.8500.526.50020	262.12
THE CIT GROUP COMMERCIAL SERVICES	0070076451	03/14/2012	ACCT #105962	503.52.8200.523.76200	188.93
THE CIT GROUP COMMERCIAL SERVICES	0070076573	03/14/2012	ORDER #0000159126, ACCT CUST. #105962	503.52.8200.523.76200	2,316.78
TIM LOCKLER'S	3/16/12	03/21/2012	Annual Furnace & A/C Inspections	503.52.8500.526.40040	416.00
TRICOM COMMUNICATIONS	3/2/12	03/21/2012	INSTALLATION VOICE & DATE GOLF COURSE	503.52.8600.527.80400	894.00
VERIZON WIRELESS	2704073990	03/14/2012	ACCT #480568913-00001	503.52.8500.526.50020	8.86
WILSON SPORTING GOODS	4510997766	03/14/2012	ACCT/STORE #187981 / 945330	503.52.8000.521.40055	645.00
XCEL ENERGY	2/24/12	03/14/2012	ACCT #51-5877511-2	503.52.8500.527.40020	10.19
XCEL ENERGY	2/28/12	03/14/2012	STATEMENT #316145482	503.52.8600.527.40010	348.15
XCEL ENERGY	2/28/12	03/14/2012	STATEMENT #316145482	503.52.8500.526.40020	378.93
XCEL ENERGY	2/28/12	03/14/2012	STATEMENT #316145482	503.52.8500.526.40010	139.59
XCEL ENERGY	2/28/12-2	03/14/2012	ACCT #51-5877512-1	503.52.8600.527.40020	452.72

Fund: 503 - INVER WOOD GOLF COURSE

39,693.84

OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	602.00.2100.415.30550	0.21
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	602.00.2100.415.30550	0.21

Fund: 602 - RISK MANAGEMENT

0.42

ARAMARK	6297447865	03/14/2012	3/7/12	603.00.5300.444.40065	48.48
ARAMARK	6297447865	03/14/2012	3/7/12	603.00.5300.444.60045	21.03
ARAMARK UNIFORM SERVICES	629-7452806	03/21/2012	15353001	603.00.5300.444.60045	21.03
ARAMARK UNIFORM SERVICES	629-7452806	03/21/2012	15353001	603.00.5300.444.40065	54.63
CARQUEST AUTO PARTS STORES	1596-170184	03/14/2012	REF #224946	603.140.1450050	8.33
CARQUEST AUTO PARTS STORES	1596-170184	03/14/2012	REF #224946	603.00.5300.444.60012	65.82
CARQUEST AUTO PARTS STORES	1596-170205	03/14/2012	REF 224974	603.00.5300.444.60012	9.53
CARQUEST AUTO PARTS STORES	1596-171730	03/21/2012	CUST #614420	603.00.5300.444.60012	58.27
CARQUEST AUTO PARTS STORES	1596-171793	03/21/2012	CUST #614420	603.140.1450050	64.53
CARQUEST AUTO PARTS STORES	1596-171811	03/21/2012	CUST #614420 PO TOM	603.00.5300.444.60012	54.77
CARQUEST AUTO PARTS STORES	1596-171878	03/21/2012	CUST #614420	603.00.5300.444.40041	63.93
CARQUEST AUTO PARTS STORES	1596-1741892	03/21/2012	CUST #614420	603.00.5300.444.40041	24.32
CARQUEST AUTO PARTS STORES	1596-171934	03/21/2012	CUST #614420 CUST PO SHOP	603.140.1450050	18.26
CARQUEST AUTO PARTS STORES	1596-171934	03/21/2012	CUST #614420 CUST PO SHOP	603.00.5300.444.40041	12.95
CARQUEST AUTO PARTS STORES	1596-171965	03/21/2012	CUST #61442	603.00.5300.444.60012	7.59
CARQUEST AUTO PARTS STORES	1596-172021	03/21/2012	CUST 3614420	603.00.5300.444.60040	19.28
CARQUEST AUTO PARTS STORES	1596-172030	03/21/2012	CUST #614420	603.00.5300.444.60012	21.08
CARQUEST AUTO PARTS STORES	1296-172167	03/21/2012	cUST #614420 #509 RO54650	603.00.5300.444.40041	76.46
CARQUEST AUTO PARTS STORES	1596-172209	03/21/2012	CUST 614420	603.00.5300.444.40041	124.32
CARQUEST AUTO PARTS STORES	1596-172212	03/21/2012	CUST #614420	603.00.5300.444.40041	124.32
CARQUEST AUTO PARTS STORES	15986172173	03/21/2012	614420	603.140.1450050	17.19
CARQUEST AUTO PARTS STORES	1596-172259	03/21/2012	CUST 614420 #329 RO54643	603.00.5300.444.40041	9.96
CARQUEST AUTO PARTS STORES	1596-172454	03/21/2012	CIST 614420	603.140.1450050	25.48
CARQUEST AUTO PARTS STORES	1596-172210	03/21/2012	CUST #614420	603.00.5300.444.40041	(124.32)
CARQUEST AUTO PARTS STORES	1596-172171	03/21/2012	CUST #614420	603.00.5300.444.40041	70.87
ELECTRIC FIRE & SECURITY	78026	03/21/2012	JOB #120229	603.00.5300.444.40040	564.50
FACTORY MOTOR PARTS COMPANY	75-34846	03/21/2012	ACCT #10799 #2826 RO54610	603.00.5300.444.40041	44.52
FACTORY MOTOR PARTS COMPANY	INV0007841	03/21/2012	ACCT #10799 #2826 RO 54610	603.00.5300.444.40041	44.52
FACTORY MOTOR PARTS COMPANY	INV0007841	03/21/2012	ACCT #10799 #2826 RO 54610	603.140.1450050	147.15
FACTORY MOTOR PARTS COMPANY	1-3851857	03/21/2012	ACCT #10799 #417 RO54651	603.00.5300.444.40041	50.72
FACTORY MOTOR PARTS COMPANY	1/3854958	03/21/2012	ACCT 10799 #2828 RO54653	603.00.5300.444.40041	120.00
FERRELLGAS	9/26/11	03/21/2012	ORDER #1048524185	603.00.5300.444.40041	82.32
FORCE AMERICA, INC.	01380791	03/21/2012	ORDER #128206 CUST P O RICK	603.140.1450050	44.86
FORCE AMERICA, INC.	1381484	03/21/2012	ORDER #129040	603.00.5300.444.40041	300.59
GOPHER BEARING	6573807	03/21/2012	CUST #0782358 #331 P O #54641	603.00.5300.444.40041	81.14
H&L MESABI	H 94946	03/21/2012	CUST ORDER RICK #332 RO54624	603.00.5300.444.40041	364.50
HILLYARD INC	600152061	03/21/2012	285036	603.00.5300.444.60011	381.90
HOSE / CONVEYORS INC	26852	03/21/2012	cit300	603.00.5300.444.40040	142.36
HOSE / CONVEYORS INC	26880	03/21/2012	CUST CIT300 #330 RO54645	603.00.5300.444.40041	65.44
INVER GROVE FORD	5082894	03/21/2012	3/6/12 #339 RO 54623	603.00.5300.444.40041	22.40
INVER GROVE FORD	5083262	03/21/2012	32822 Rgh54632	603.00.5300.444.40041	471.22
KIMBALL MIDWEST	2338949	03/21/2012	ORDER #52263 83 ACCT #222006	603.00.5300.444.60012	363.97
KIMBALL MIDWEST	2341181	03/21/2012	5226583	603.140.1450050	84.73
KIMBALL MIDWEST	2341181	03/21/2012	5226583	603.00.5300.444.60012	248.35
KIMBALL MIDWEST	2344589	03/21/2012	5227383	603.00.5300.444.60012	90.37
KIMBALL MIDWEST	2348168	03/21/2012	CIT338949	603.00.5300.444.60012	(297.03)
KIMBALL MIDWEST	2348649	03/21/2012	5227783	603.00.5300.444.60012	170.83
KREMER SERVICES LLC	16769	03/21/2012	#329 RO54626 WORK ORDER #20031	603.00.5300.444.40041	2,010.76
KREMER SERVICES LLC	16869	03/21/2012	WORK ORDER #20149 PLATE 915561	603.00.5300.444.40041	111.94
LARSON COMPANIES	B220670011	03/21/2012	CUST #14649 #510 RD#54614	603.00.5300.444.40041	366.45
LITTLE FALLS MACHINE INC	48899	03/21/2012	#329 RO54635	603.00.5300.444.40041	1,590.29
METRO JANITORIAL SUPPLY INC	11011368	03/21/2012	3/14/12	603.00.5300.444.60012	117.52
MH CONSTRUCTION	745	03/21/2012	3/8/12	603.00.5300.444.40040	3,600.00
MN LOCKS	101047732	03/21/2012	2/24/12	603.00.5300.444.40040	16.89
MPCA	2200086289	03/21/2012	ANNUAL FEES MND00718341	603.00.5300.444.40025	271.00
OPTUMHEALTH FINANCIAL SERVICES	160323	03/14/2012	2/29/12	603.00.5300.444.30550	6.65
OPTUMHEALTH FINANCIAL SERVICES	160492	03/21/2012	REISSUE OF JANUARY INVOICE	603.00.5300.444.30550	6.65

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
POMP'S TIRE SERVICE, INC.	183980	03/21/2012	CUST ORDER #4502557	603.00.5300.444.40041	316.78
POMP'S TIRE SERVICE, INC.	188799	03/21/2012	CUT 34502557 #509 RO54650	603.00.5300.444.40041	707.03
R & R CARPET SERVICE	1247	03/21/2012	2/14/12	603.00.5300.444.40065	41.15
R & R CARPET SERVICE	1333	03/21/2012	2/28/12	603.00.5300.444.40065	41.15
RALPH'S CAR & TRACTOR SERVICE	3/7/12	03/21/2012	ACCT #HT-C5780 #5300 RO54625	603.00.5300.444.40040	282.52
SAM'S CLUB	2/23/12 FIRE DEPT	02/21/2012	7715090412334891	603.00.5300.444.60010	72.34
TOXALERT INTERNATIONAL INC	15471	03/21/2012	P O RICK JACKSON #5300 RO 54616	603.00.5300.444.40040	208.00
WESTERN PETROLEUM COMPANY	425203-41801	03/21/2012	CUST #112741	603.140.1450050	111.58
XCEL ENERGY	STATEMENT # 313037958	03/14/2012	ACCT #51-5279113-0	603.00.5300.444.40010	2,307.10
XCEL ENERGY	STATEMENT # 313037958	03/14/2012	ACCT #51-5279113-0	603.00.5300.444.40010	19,799.07
XCEL ENERGY	STATEMENT # 313037958	03/14/2012	ACCT #51-5279113-0	603.00.5300.444.40020	1,259.28
XCEL ENERGY	316618104	03/14/2012	ACCOUNT 51-5279113-0	603.00.5300.444.40020	3,978.84
XCEL ENERGY	316618104	03/14/2012	ACCOUNT 51-5279113-0	603.00.5300.444.40010	1,692.90
YOCUM OIL COMPANY, INC.	479012	03/21/2012	CUST #502860	603.140.1450060	5,666.89
YOCUM OIL COMPANY, INC.	3/9/12	03/21/2012	GAS IGH LOCATION	603.140.1450060	337.49
Fund: 603 - CENTRAL EQUIPMENT					49,407.74
COORDINATED BUSINESS SYSTEMS, LTD	198296683	03/14/2012	INV #198296683	604.00.2200.416.40050	702.98
OFFICE MAX #462	2/13/12	03/17/2012	ELAN CC MARCH 2012	604.00.2200.416.60010	56.53
US BANCORP EQUIPMENT FINANCE, INC.	198265746	03/14/2012	CUST CC #923425	604.00.2200.416.40050	2,892.40
US BANCORP EQUIPMENT FINANCE, INC.	198266124	03/14/2012	CUST CC #923425	604.00.2200.416.40050	4,904.98
Fund: 604 - CENTRAL STORES					8,556.89
CODY ZEMAN - ZEMAN ENTERPRISES LLC	3/19/12	03/21/2012	WORK COMPLETED 3/19/12	605.00.7500.460.60040	1,650.00
CULLIGAN	2/14/12	03/14/2012	ACCT #157-98503022-8	605.00.7500.460.60011	59.03
DASCOM SYSTEMS GROUP LLC	JC20759	03/14/2012	2/29/12	605.00.7500.460.60040	1,542.21
HILLYARD INC	600137912	03/14/2012	P O #ISA-02/27/12	605.00.7500.460.60011	97.67
HILLYARD INC	600135675	03/14/2012	P O #ISA-02/24-12	605.00.7500.460.60011	324.07
HILLYARD INC	600138776	03/14/2012	CUST #274069	605.00.7500.460.60011	2,381.56
HILLYARD INC	600152039	03/21/2012	CUSTODIAL SUPPLIES	605.00.7500.460.60011	542.48
HILLYARD INC	600152060	03/21/2012	CUST 285036 P O ERIC CARLSON	605.00.7500.460.60040	2,554.31
HUEBSCH SERVICES	2822606	03/21/2012	ACCT #100075	605.00.7500.460.40065	75.03
HUEBSCH SERVICES	2857131	03/21/2012	3/15/12	605.00.7500.460.40065	75.03
LONE OAK COMPANIES	54328	03/14/2012	CUST P O FEB BILLINGS	605.00.7500.460.50035	457.62
MINNESOTA ELEVATOR, INC	236582	03/14/2012	CUST PO B1530	605.00.7500.460.40040	226.00
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	605.207.2070000	60.59
NS/I MECHANICAL CONTRACTING CO.	C002075	03/14/2012	CUST CODE CTYOFIGH	605.00.7500.460.40040	2,490.00
SAM'S CLUB	3/8/11	03/14/2012	MEMBERSHIP DUES	605.00.7500.460.60011	53.12
TDS METROCOM	3/13/12 651-451-1944	03/21/2012	ACCT 651-451-1944	605.00.7500.460.50020	259.90
USA MOBILITY WIRELESS INC	V0317493C	03/14/2012	ACCT #0317493-5	605.00.7500.460.40065	34.93
WORKS COMPUTING, INC.	18103	03/14/2012	CUST #INVER	605.00.7500.460.80600	8,529.69
XCEL ENERGY	STATEMENT # 313037958	03/14/2012	ACCT #51-5279113-0	605.00.7500.460.40020	7,068.03
XCEL ENERGY	316618104	03/14/2012	ACCOUNT 51-5279113-0	605.00.7500.460.40020	7,240.14
ZEE MEDICAL SERVICE	54086911	03/14/2012	3/9/12	605.00.7500.460.60065	231.38
ZEE MEDICAL SERVICE	86911	03/21/2012	ACCT 701	605.00.7500.460.60065	231.38
Fund: 605 - CITY FACILITIES					36,184.17
ADVANCED TECHNOLOGY SYSTEMS, INC.	64535	03/14/2012	P O #DIANE EASTON	606.00.1400.413.60010	771.85
AT & T MOBILITY	287237771092X03122012	03/21/2012	3/4/12	606.00.1400.413.50020	26.35
CIVICPLUS	97498	03/21/2012	3/20/12	606.00.1400.413.30700	4,998.10
GENERAL NANOSYSTEMS INC.	2/29/12	03/17/2012	ELAN CC MARCH 2012	606.00.1400.413.60041	1,280.34
IDEAL SYSTEM SOLUTIONS, INC.	28625	03/14/2012	#PATRICK 022712	606.00.1400.413.30700	2,115.00
LOGISOLVE LLC	42234	03/14/2012	TYLER CONF CALLS	606.00.1400.413.30700	8,411.25
MN DEPT OF REVENUE	FEBRUARY 2012 SALES & USE TAX	03/14/2012	FEBRUARY 2012 SALES & USE TAX PAYMENT	606.207.2070000	16.78
OFFICE DEPOT	2/3/12	03/17/2012	ELAN CC MARCH 2012	606.00.1400.413.60010	6.32
OFFICE MAX #462	2/3/12	03/17/2012	ELAN CC MARCH 2012	606.00.1400.413.60040	192.81
OFFICE OF ENTERPRISE TECHNOLOGY	DV12020435	03/21/2012	2/29/12	606.00.1400.413.30750	311.81
SPRINT	603079272004	03/14/2012	ACCT #603079272	606.00.1400.413.50020	76.55
US INTERNET	969149 02/28/12	03/14/2012	2/28/12	606.00.1400.413.30700	220.00
Fund: 606 - TECHNOLOGY FUND					18,427.16
CASTAWAYS MARINA	3/1/12	03/14/2012	ENG ESCROW LAP #A-119-08	702.229.2282400	2,252.71
CULLIGAN	2/13/12	03/14/2012	157-98473242-8	702.229.2286300	29.97
EHLERS AND ASSOCIATES, INC.	344333	03/14/2012	MGT ARGENTA HILLS	702.229.2283800	97.50
EMMONS & OLIVIER RESOURCES	00095-0033-10	03/14/2012	IGH CONST OBSERVATION	702.229.2284600	122.16
EMMONS & OLIVIER RESOURCES	00095-0033-10	03/14/2012	IGH CONST OBSERVATION	702.229.2282200	2,599.30
EMMONS & OLIVIER RESOURCES	00095-0035-1	03/21/2012	JOB 00095-0035	702.229.2284600	26.25
EMMONS & OLIVIER RESOURCES	00095-0035-1	03/21/2012	JOB 00095-0035	702.229.2282200	52.50
EMMONS & OLIVIER RESOURCES	00095-0035-1	03/21/2012	JOB 00095-0035	702.229.2282200	120.08
GOODHUE COUNTY SHERIFF'S OFFICE	120069	03/14/2012	TRAVIS JOHN HAMMRRICH #120069	702.229.2291000	183.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	702.229.2292800	1,501.00
LEVANDER, GILLEN & MILLER P.A.	FEBRUARY 29, 2012 81000E	03/14/2012	81000E	702.229.2283800	190.00
LILLIE SUBURBAN NEWSPAPERS	1/31/12	03/21/2012	ACCOUNT 001363	702.229.2291800	25.88
Fund: 702 - ESCROW FUND					7,200.35
BARR ENGINEERING COMPANY	23190218.00-198	03/14/2012	SERVICES 12/3/11 TO 12/3/11	703.43.5500.446.30300	1,544.00
JR'S APPLIANCE DISPOSAL	78070	03/21/2012	3/15/12	703.43.5500.446.40025	48.00
Fund: 703 - LANDFILL ABATEMENT					1,592.00
Grand Total					874,758.88

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 4, Final Report, and Resolution Accepting Work for Technology Bid Package 27B, City Project 2008-18 Public Safety Addition/City Hall Renovation

Meeting Date: March 26, 2012
Item Type: Consent
Contact: JTeppen, 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

PURPOSE/ACTION REQUESTED Consider Final Pay Voucher No. 4, Final Report, and Resolution Accepting Work for Technology Bid Package 27B.

SUMMARY The contractor has completed the work through November 21, 2011, in accordance with the contract plan and specifications.

I recommend approval of the Final Pay Voucher No. 4 in the amount of \$11,421.25, acceptance of the Final Report, and approval of the Resolution Accepting Work for Technology Bid Package 27B System for the Public Safety Addition/City Hall Renovation.

Attachments

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 4 (four)
DATE: March 26, 2012
PERIOD ENDING: November 21, 2011
CONTRACT: Technology Bid Package 27B
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount\$158,233.00
Total Addition \$0.00
Total Deduction \$2,653.97
Total Contract Amount\$155,579.03
Total Value of Work to Date \$155,579.03
Less Retained (5%)\$0.00
Less Previous Payment\$144,157.78
Total Approved for Payment this Voucher \$11,421.25 ~~SB~~
Total Payments including this Voucher \$155,579.03

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 26, 2012
Jenelle Teppen, Assistant City Administrator

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

Signed by: _____ March 26, 2012
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

REPORT OF FINAL ACCEPTANCE

TECHNOLOGY BID PACKAGE 27B

March 26, 2012

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Dascom System Group, LLC. The work consisted of all specifications listed in Council Chambers AV System.

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

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

ORIGINAL CONTRACT PRICE	\$158,233.00
CHANGE ORDER (decrease)	\$ 2,653.97
FINAL CONTRACT AMOUNT	\$155,579.03
FINAL VALUE OF WORK	\$155,579.03
PREVIOUS PAYMENTS	\$144,157.78
BALANCE DUE	\$ 11,421.25

Sincerely,

Jenelle Teppen
Assistant City Administrator

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

**RESOLUTION ACCEPTING WORK OF DASCOS SYSTEMS GROUP, LLC. AND
AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$11,421.25**

TECHNOLOGY BID PACKAGE 27B

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated February 2, 2010, Dascom Systems Group, LLC satisfactorily completed the contract specifications included in Council Chambers AV System.

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

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

Adopted by the City Council of Inver Grove Heights this 26th day of March 2012.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk



AIA Document G702™ - 1992

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:

Technology Bid Package 27B
Public Safety Addition & City Hall Remodel
VIA ARCHITECT:
BKV Group, Inc.
222 North Second Street
Minneapolis, MN 55401

APPLICATION NO. 4

4

Distribution to:

PERIOD TO: 11/21/2011

OWNER

CONTRACT FOR:

ARCHITECT

CONTRACT DATE:

February 2nd, 2010

CONTRACTOR

PROJECT NOS:

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 \$ 158,233.00

2. NET CHANGE BY CHANGE ORDERS \$ (2,653.97)

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 155,579.03

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 155,579.03

5. RETAINAGE:

a. 0 % of Completed Work \$ 0.00

(Column D + E on G703)

b. % of Stored Material \$ 0.00

(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 155,579.03

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 144,157.78

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 11,421.25

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ (1,166.00)	
Total approved this month	\$ 0.00	\$ (1,487.97)	
	TOTAL	\$ (2,653.97)	
NET CHANGES by Change Order	\$ (2,653.97)		

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.

CONTRACTOR

By: *[Signature]*

Date: 11/28/11

State of: *Minnesota*

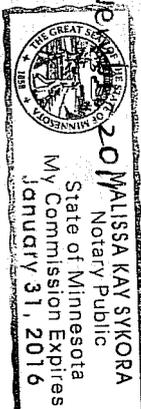
County of: *Washington*

Subscribed and sworn to before

me this *28th* day of *November*

Notary Public: *[Signature]*

My commission expires: *1/31/2016*



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 \$ 11,421.25

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

ARCHITECT:

By: *[Signature]*

Date: 1/12/12

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

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 26, 2012
 Item Type: Consent
 Contact: JTeppen, Asst City Admin
 Prepared by: *SB*
 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 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.

Return Coaxial Speaker assembly and unpowered slave speaker -1,166.00

The Contract amount is reflected to decrease \$1,166.00 for this item reflecting a new contract balance of \$155,579.03.

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- Dascom- TWO (02)
DATE: March 9, 2012
TO CONTRACTOR: Dascom Systems Group LLC
 2415 Ventura Drive
 Woodbury, MN 55125
ARCHITECT'S PROJECT #: 1643.01
CONTRACT DATE: February 8, 2010
CONTRACT FOR: AV/Multi-Media Systems

The contract is changed as follows:

1. Return Coaxial Speaker assembly and unpowered slave speaker. -\$1,166.00

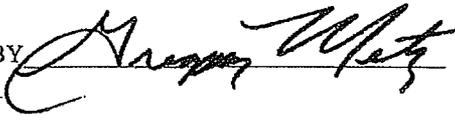
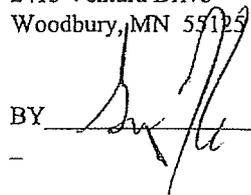
The original (Contract Sum)(Guaranteed Maximum Price) was	\$158,233.00
Net change by previously authorized Change Orders	-\$1,487.97
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$156,745.03
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this change order in the amount of	(\$1,166.00)
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$155,579.03

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.	Dascom Systems Group LLC	City of Inver Grove Heights
Address	Address	Address
222 N. 2nd Street	2415 Ventura Drive	8150 Barbara Avenue
Minneapolis, MN 55401	Woodbury, MN 55125	Inver Grove Heights, MN 55077

BY  BY  BY _____

Gregory Metz, Sr. Construction Admin. Greg Krizan, Dir. of Finance
 DATE 3/9/2012 DATE 3/9/12 DATE

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contract with Common Sense Building Services Inc.

Meeting Date: March 26, 2012
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Jenelle Teppen

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 a contract between the City of Inver Grove Heights and Common Sense Building Services Inc. for 2012-13 contracted custodial cleaning at City Hall/Public Safety, Public Works Maintenance Shop, and the Veterans Memorial Community Center.

SUMMARY

The City issued a RFP for contracted custodial services and we receive seven responses. On Monday, March 12th the Council approved hiring Commons Sense Building Services Inc. The attached contract has been created by the City Attorney's Office and covers the necessary issues to protect the City.

JANITORIAL SERVICES CONTRACT

THIS JANITORIAL SERVICES CONTRACT is made and entered into by and between the **CITY OF INVER GROVE HEIGHTS**, a municipal corporation located in Dakota County, State of Minnesota, and Common Sense Building Services, Inc., a 'S' corporation, located at 1300 Godward St NE, Minneapolis MN 55413.

WHEREAS, the City wishes to hire Contractor as an independent contractor to provide Janitorial Services to be performed in certain City facilities; and

WHEREAS, the parties wish to clearly delineate the responsibilities of each party to this Contract;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City and the Contractor agree as follows:

ARTICLE 1 **DEFINITIONS**

- 1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.
- 1.2 **City.** City means the City of Inver Grove Heights, a Minnesota Municipal Corporation.
- 1.3 **Contractor.** Contractor means Common Sense Building Services Inc.
- 1.4 **Personnel.** Personnel means Contractor's employees who perform Janitorial Services in City facilities. Personnel are not employees of the City.
- 1.5 **Janitorial Services.** Janitorial Services means performance of maintenance, janitorial, and cleaning duties. The Janitorial Services are more fully described on the attached Exhibit A.
- 1.6 **Contract.** This Janitorial Services Contract.

ARTICLE 2 **TERM AND TERMINATION**

- 2.1 **Contract Term.** Contractor agrees to furnish services on behalf of the City during the period commencing April 1, 2012 and terminating December 31, 2013.
- 2.2 **Termination.** This Contract may be terminated by the City or Contractor at any time, with or without cause, upon not less than thirty (30) days written notice delivered by U.S. Mail or personally served and addressed as provided in Section 5 of the Specifications and Special Provisions for Janitorial Services Document. This Contract may be terminated by the City immediately upon delivery of written notice in the event of a violation of any of the provisions of

Section 4.15 or Section 11 of the Specifications and Special Provisions for Janitorial Services document, which is attached hereto as Exhibit A.

ARTICLE 3
PAYMENT FOR JANITORIAL SERVICES

3.1 Payment Schedule. The Contractor shall be paid for cleaning services performed at the following locations in the City, as follows:

Service Location	2012 Monthly Fee	2013 Monthly Fee
INVER GROVE HEIGHTS CITY HALL, 8150 Barbara Ave.	\$1,664.70	\$1,706.32
INVER GROVE HEIGHTS MAINTENANCE BUILDING, 8168 Barbara Ave.	\$273.76	\$280.60
INVER GROVE HEIGHTS PUBLIC SAFETY BUILDING, 8150 Barbara Ave.	\$1,813.71	\$1,859.05
INVER GROVE HEIGHTS VETERANS MEMORIAL COMMUNITY CENTER, 8055 Barbara Ave.	\$6,767.85	\$6,937.04

3.2 Additional Work. Extra cleaning required by the City, such as cleaning after special events, carpet cleaning, and floor cleaning shall be performed by Contractor upon written request of the City. Such extra cleaning services shall be provided at an hourly rate of \$26.10 per hour.

3.3 Payment for Services. Payment for services completed, shall be made monthly, directly to the Contractor, based upon invoices submitted by the 10th day of the month for the preceding month's services.

ARTICLE 4
CONTRACTOR'S DUTIES

4.1 Provision of Janitorial Services. Contractor shall provide Janitorial Services in accordance with the requirements, plans, and specifications found in the attached Exhibit A, Specifications and Special Provisions for Janitorial Services. Contractor shall comply with all provisions in Exhibit A.

4.2 Supervision of Personnel. Contractor shall provide the Janitorial Services to the City through Personnel and shall supervise Personnel in the performance of Janitorial Services. Contractor shall be responsible for hiring, training, and controlling the means, manner, and method by which the Janitorial Services are performed by Personnel. Consistent with the relationship between the parties to this Janitorial Services Contract, Contractor and the Personnel shall not be represented to the public as employees of the City. Contractor shall provide all necessary information and consents from Personnel in order for City to conduct a criminal background investigation on Personnel. Contractor shall not permit any Personnel to perform Janitorial Services in any City Facilities until the City has completed a criminal background check on the Personnel, and has affirmative informed Contractor that the particular individual is approved by the City to

provide Janitorial Services to the City.

4.3 Conduct of Business. Contractor agrees to secure any and all necessary licenses for Contractor's business and operations and to conduct its business and operations in full compliance with all applicable laws, codes, and regulations.

4.4 Personnel Payroll and Benefit Administration. Contractor shall exclusively perform and administer all payroll, compensation, and fringe benefit functions for the Personnel. Contractor shall pay Personnel all wages and other compensation owed to Personnel for Janitorial Services performed by Personnel.

4.5 Invoices. Contractor shall submit an itemized invoice on a monthly basis to the City for Janitorial Services provided.

4.6 Indemnification. Unless incurred due to the negligence or intentional misconduct or the City or City's employees, Contractor shall indemnify, defend, and hold the City, its Council, agents, and employees harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and attorneys' fees, that the City incurs or suffers, which arise out of, result from, or relate to:

- a. The Personnel's performance of Janitorial Services;
- b. The Personnel's failure to perform Janitorial Services;
- c. The Personnel's assertion of any claims, including but not limited to any claims under the Workers' Compensation Act of Minnesota, against the City;
- d. Contractor's failure to fully perform, in any respect, all obligations under this Contract;
- e. Contractor's performance of obligations under this Contract;
- f. The termination of this Agreement by the City.

4.7 Insurance. Contractor shall keep in force the following insurance policies in the following amounts at all times during the term of this Contract:

A.	<u>General Liability Insurance</u>	<u>Minimum Limits</u>
	Bodily Injury	\$1,500,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
B.	<u>Automobile Insurance</u>	<u>Minimum Limits</u>

Bodily Injury \$1,500,000 each occurrence

Property Damage \$250,000 each occurrence

- C. Notice of Cancellation. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without ten (10) days prior notice thereof to the City.
- D. Workers' Compensation Insurance. Contractor must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000.00 Bodily Injury each accident, \$500,000.00 Bodily Injury by Disease, policy limit, and \$500,000.00 Bodily Injury by Disease, each employee.
- E. Additional Insured – Certificate of Insurance. Contractor shall list the City as an Additional Insured on the General Liability and Commercial Automobile Liability Policies.
- F. Copies of Certificates. Prior to the effective date of this contract, and as a condition precedent to this contract, the Contractor will furnish the City with Certificates of Insurance listing the City as a certificate holder.

4.8 Governmental Immunity. 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 Contractor, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

ARTICLE 5 **CITY'S DUTIES**

5.1 Provision of Supplies. The City shall furnish the cleaning supplies, including all equipment, to Contractor that are necessary for Personnel to provide the Janitorial Services.

5.2 Payment of Invoices. The City shall pay the invoices it receives from Contractor for the Janitorial Services in the same manner and time as other similar claims made to the City.

ARTICLE 6 **MISCELLANEOUS**

6.1 Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. No tenure or

any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

6.2 Data Privacy. Contractor shall comply with Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. Contractor shall not disclose non-public information except as authorized by the Act. Contractor acknowledges and agrees that the City shall be entitled to disclose data related to this Contract as required by law. Information supplied by Contractor to City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Such information shall become public data unless it falls into one of the exceptions of the Act. Contractor shall notify the City of any data that Contractor believes should be classified as non-public data.

6.3 Records Availability and Retention. Pursuant to Minnesota Statutes §16B.06, Subd. 4, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and invoice transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Contract.

6.4 Merger and Modification. It is understood and agreed that the entire agreement between the parties is contained in this Contract, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items attached to this Contract as Exhibits are deemed to be part of this Agreement. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by both parties.

6.5 Subcontracting and Assignment. Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Contractor shall be responsible for the performance of all subcontractors. Neither party shall assign this Contract or any interest arising herein without the written consent of the other party.

6.6 Nondiscrimination. During the term of this Contract, the Contractor agrees to comply with all federal, state, and local antidiscrimination laws, and that no person or Personnel shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

6.7 Notices. Any notices required by this Contract must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested addressed as follows:

If to Contractor: Common Sense Building Services, Inc.,
Attn: Mr. Jason Hallas
1300 Godward St NE
Minneapolis MN 55413

If to City: City of Inver Grove Heights
Attn: Mr. Joseph Lynch
8150 Barbara Ave.
Inver Grove Heights MN 55077

6.8 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Contract shall be binding upon the parties and the successors and assigns of the parties.

6.9 Amendment. Any amendments to this Contract shall be in writing and signed by all parties hereto.

6.10 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract or its breach shall be in Dakota County, Minnesota.

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

6.12 No Partnership. This Contract does not create a partnership relationship between Contractor and City. Contractor does not have authority to enter into contracts on the City's behalf.

6.13 Validity. If any provision or provisions of this Contract shall be held to be invalid, illegal, or unenforceability of the remaining provision shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officials.

CITY OF INVER GROVE HEIGHTS

By: _____
Its: Mayor

Attest: _____
City Clerk

Dated: _____

CONTRACTOR

By: _____
Its: _____

Dated: _____

Contractor has signed this Agreement, and the City Council having duly approved this Agreement on the 12th day of March, 2012 and pursuant to such approval and the proper City officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

CITY OF INVER GROVE HEIGHTS

By _____
Mayor

By _____

Title

By _____
City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Turf Care Products in the Park System for 2012

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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Award fertilizer, top dressing, compost, herbicide, and grass seed as designated below.

SUMMARY Requests for price quotes were sent to vendors for providing fertilizer, top dressing, compost, herbicide, and grass seed to City of Inver Grove Heights Parks Division in 2012. Actual quantities ordered will be determined by Parks Superintendent based on approved 2012 budget and turf requirements. The table below summarizes price quotes received. It is recommended low price quote be accepted for each product.

FERTILIZER

	Sports Turf Specialists Inc.	Farmers Mill and Elevator Inc.	Waconia Farm Supply Coop	Reinders Inc.	JRK Seed & Turf Supply
22-0-10 30%SCU Micro-Pak	\$446/ton low quote	\$532.50/ton	\$840.40/ton	No bid	No bid
17-17-17 starter	\$580/ton low quote	\$702.40/ton	\$710.40/ton	\$687.50/ton	\$646/ton

TOP DRESSING

	Farmers Mill and Elevator Inc.	Sports Turf Specialists Inc.	Waconia Farm Supply	Plaisted Companies Inc.
Sand	No Bid	\$5.00/ton low quote	No Bid	\$22.95/ton
Gypsum	\$192.27/ton	\$150.00/ton low quote	\$255.00/ton	No Bid

COMPOST

	Sports Turf Specialists Inc.	Twin City Seed Company	Reinders Inc.
2-3-3 Sustane	No Bid	\$494/ton	\$360/ton
2-1-2 Healthy Gro	\$200/ton low quote	No Bid	No Bid
6-2-4 Healthy Gro	\$630/ton	No Bid	No Bid

HERBICIDE

	Reinders Inc.	Tessman	Sports Turf Specialists Inc.	JRK Seed and Turf Supply	Waconia Farm
Pro-Deuce	\$69.49	\$56.78/gal low quote	\$79/gal.	\$62.90/gal.	\$70.48/gal
Roundup	\$13.60/gal low quote	\$14.30/gal	\$13.92/gal	\$15.44/gal	\$21.31/gal
Garlon 4	\$106.50	\$55.92/gal low quote	\$87/gal.	\$61/gal	\$100.25/gal

GRASS SEED MIX

	JRK Seed and Turf Supply	Twin City Seed Company	Farmers Mill and Elevator Inc.	Agassiz Seed and Supply	Reinders Inc.	Tessman
Athletic	\$1.45/lb.	\$1.40/lb.	\$1.49/lb.	\$1.24/lb. low quote	\$1.38/lb.	\$1.81/lb
Overseed	\$1.80/lb.	\$1.12/lb. low quote	\$1.31/lb.	\$1.13/lb.	\$1.98/lb.	\$1.30/lb
Sunny/Tuff Stuff	\$0.93/lb.	\$0.90/lb.	\$1.29/lb.	\$0.90/lb	\$0.89/lb low quote	\$1.20/lb
Annual Rye	\$0.60/lb.	\$0.49/lb. low quote	\$0.64	\$0.59/lb	\$0.56/lb	\$0.64/lb

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Adopt Inver Wood Golf Course Event and Non-Event Spectator Policy

Meeting Date: March 26, 2012
 Item Type: Consent Agenda
 Contact: Al McMurchie – 651.457.3667
 Prepared by: Al McMurchie
 Reviewed by: Eric Carlson – Parks & Recreation

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

Adopt the Inver Wood Golf Course Event and Non-Event Spectator Policy.

SUMMARY

The City Council has examined the safety, economic, and social issues surrounding the practice of allowing both event and non-event spectators on Inver Wood Golf Course during operational times.

It was determined that both event and non-event spectators would be permitted as defined by the attached waiver forms. It was also determined that all issues related to this change would be provisional for the 2012 season and reviewed at season end.

The City Attorney has developed the attached Council Resolution for consideration. As part of that Resolution, two (2) waiver forms for both event and non-event spectators are included.

For reference, also included are staff memorandums from the February 27th and March 12th City Council Work Sessions as Attachments A and B.

CONCLUSION

The Council has executed the appropriate due diligence in this matter and the resulting Council Resolution provides discretionary immunity protection to the City. Staff recommends passage of the Resolution.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING POLICIES WITH RESPECT TO SPECTATORS
ACCOMPANYING GOLFERS AT THE INVER WOOD GOLF COURSE**

WHEREAS, the City of Inver Grove Heights (City) owns and operates the Inver Wood Golf Course (the Golf Course).

WHEREAS, since 1992, the policy of the City has been to not allow non-playing spectators to accompany the golfers at the Golf Course.

WHEREAS, customers of the Golf Course and other citizens have requested that the City change its policy in order to permit non-playing spectators to accompany the golfers.

WHEREAS, policy matters of this type involve considerations of safety, economics, social benefits, and public interest concerns. In addressing the question of what policy should be in place, the Council had the Golf Course manager prepare a number of reports that identified: (a) the policies at other golf courses, (b) the safety issues that may arise when a non-player is present at the Golf Course, (c) the social and economic benefits of allowing non-players to be present, (d) the benefit of attracting persons to the Golf Course, (e) the restrictions that could be imposed to limit any interference with play and to limit safety concerns, (f) the liability limitations that could be imposed, (g) the minimum age restrictions, (h) the ability of Golf Course management to control any interference or disruption of play at the Golf Course, (i) the risk management procedures that are in place as well as those that are recommended to be in place if the policy changes, (j) the social benefits of providing opportunities for citizens to enjoy the natural surroundings of the Golf Course and (k) the social benefits of spectators being able to watch family, friends, classmates and other acquaintances play golf.

WHEREAS, over the course of at least three Council meetings, the Council considered and analyzed the various factors in order to arrive at a decision that balances the factors to best serve the public interest.

WHEREAS, the Council has also had the City's Park and Recreation Advisory Commission review the various factors.

WHEREAS, in balancing and analyzing the various safety, economic, social and public interest factors, the Council has determined to change the policy relating to spectators at the Golf Course and to allow spectators under certain limited conditions as hereafter set forth.

WHEREAS, two policies are being adopted. One policy relates to events at the Golf Course. The other policy relates to the times when no event is occurring.

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

1. The City Council hereby adopts the following policy for events at the Golf Course and for spectators accompanying golfers in conjunction with and during the event:
 - a. Events mean and include all High School Golf Team competitions, Minnesota Golf Association (MGA) events, or similar state golf association events as deemed appropriate by the Golf Course manager.
 - b. In conjunction with and during events, a spectator may accompany a golfer at the Golf Course if the following event spectator rules are met:
 - i. A spectator who is accompanying a golf player must sign the waiver attached to this resolution dealing with event spectators.
 - ii. A spectator must be at least the age of five (5) years old and all spectators from five (5) years of age through and including fifteen (15) years of age must be accompanied by a parent or guardian and the parent or guardian must sign the attached waiver.
 - iii. Notwithstanding subpart (ii) above relating to age, classmates of high school competitors may become spectators provided they show a student identification card and sign the attached waiver.
 - iv. The spectator must not play golf on any hole.
 - v. The spectator must not interfere with the play of any golfers in the group or on the Golf Course.
 - vi. The spectator must stay at least 15 feet away from golfers who are swinging a club and must stay equal with or behind their group during play.
 - vii. No caddies are permitted.
 - viii. The spectator must not ride in a golf cart; provided, however, the riding in a golf cart and the rental of golf carts are permitted for individuals with disabilities consistent with the Americans with Disabilities Act (ADA).
2. The City Council hereby adopts the following policy at the Golf Course for spectators accompanying golf players in situations that are not events:
 - a. The policy under this paragraph applies to situations that are not events. Events mean and include all High School Golf Team competitions, Minnesota Golf Association (MGA) events, or similar state golf association events as deemed appropriate by the Golf Course Manager.
 - b. During non-event times, a spectator may accompany a golf player at the Golf Course if the following spectator rules are met:

- i. A spectator who is accompanying a golf player must sign the form of waiver attached to this resolution.
- ii. A spectator who is accompanying a golf player must be at least sixteen (16) years of age.
- iii. Group size, including the spectator, is limited to four (4) people and two (2) rented golf carts.
- iv. The spectator must not play golf on any hole.
- v. The spectator must not interfere with the play of any golfers in the group or on the golf course.
- vi. The spectator must stay at least 15 feet away from golfers who are swinging a club and must stay equal with, or behind, their group during play.
- vii. No caddies are permitted.
- viii. The spectator must ride a golf cart and pay the applicable half cart fee.
- ix. The operation of a golf cart requires a valid Driver's License.
- x. The spectator must ask for instructions if the spectator is unsure of the operation of a golf cart.
- xi. If a spectator does not ask for operating instructions, the spectator acknowledges that the spectator is familiar with the operation and use of the golf cart.

3. The above two policies shall be in force and effect from and after the date of this resolution.

Adopted by the City Council of Inver Grove Heights this 26th day of March, 2012.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

**City of Inver Grove Heights, Minnesota
Inver Wood Golf Course**

WAIVER AND ASSUMPTION OF LIABILITY FOR EVENT SPECTATORS

Event Definition

Events include all High School Golf Team competitions, Minnesota Golf Association (MGA) events, or similar state golf association events as deemed appropriate by the Golf Course Manager.

Event Spectator Rules

1. A spectator who is accompanying a golf player must sign this waiver.
2. A spectator must be at least the age of five (5) years old and all spectators from five (5) years of age through and including fifteen (15) years of age must be accompanied by a parent or guardian and the parent or guardian must sign this waiver.
3. Notwithstanding subpart 2 above relating to age, classmates of high school competitors may become spectators provided they show a student identification card and sign this waiver.
4. The spectator must not play golf on any hole.
5. The spectator must not interfere with the play of any golfers in the group or on the Golf Course.
6. The spectator must stay at least 15 feet away from golfers who are swinging a club and must stay equal with or behind their group during play.
7. No caddies are permitted.
8. The spectator must not ride in a golf cart; provided, however, the riding in a golf cart and the rental of golf carts are permitted for individuals with disabilities consistent with the Americans with Disabilities Act (ADA).

General Waiver

I UNDERSTAND THERE ARE HAZARDS ON GOLF COURSES INCLUDING THE POSSIBILITY OF BEING INJURED FROM AN ERRANT GOLF BALL, BEING HIT BY A SWINGING CLUB, GOLF CART ACCIDENTS, AND MORE SERIOUS INJURIES OR DEATH WHICH I MAY SUSTAIN AS A SPECTATOR. I ASSUME AND ACKNOWLEDGE ALL THESE RISKS.

I HEREBY RELEASE THE CITY OF INVER GROVE HEIGHTS AND ITS OFFICIALS AND EMPLOYEES FROM ANY LIABILITY RELATED TO PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OCCURRING WHILE ON THE GOLF COURSE. I WAIVE ALL SUCH CLAIMS.

I FURTHER AGREE TO INDEMNIFY AND HOLD THE CITY OF INVER GROVE HEIGHTS AND ITS OFFICIALS AND EMPLOYEES HARMLESS FROM ANY CLAIM ARISING OUT OF OR RELATED TO MY PRESENCE ON THE GOLF COURSE.

IN CASE OF MEDICAL EMERGENCY, I AUTHORIZE TREATMENT AS DETERMINED BY QUALIFIED AND LICENSED EMERGENCY RESPONSE MEDICAL PERSONNEL.

I agree to the above listed conditions as an event spectator on Inver Wood Golf Course:

Spectator's Printed Name: _____ Date: _____

Spectator's Signature: _____ Birth Date: _____

Parent or Guardian Signature (as required): _____

**City of Inver Grove Heights, Minnesota
Inver Wood Golf Course**

WAIVER AND ASSUMPTION OF LIABILITY FOR SPECTATORS DURING NON-EVENTS

Spectator Rules:

1. A spectator who is accompanying a golf player must sign this waiver.
2. A spectator who is accompanying a golf player must be at least sixteen (16) years of age.
3. Group size, including the spectator, is limited to four (4) people and two (2) rented golf carts.
4. The spectator must not play golf on any hole.
5. The spectator must not interfere with the play of any golfers in the group or on the golf course.
6. The spectator must stay at least 15 feet away from golfers who are swinging a club and must stay equal with or behind their group during play.
7. No caddies are permitted.

Power Golf Cart Agreement:

1. The spectator must ride a golf cart and pay the applicable half cart fee.
2. The operation of a golf cart requires a valid Driver's License.
3. The spectator must ask for instructions if the spectator is unsure of the operation of a golf cart.
4. If a spectator does not ask for operating instructions, the spectator acknowledges that the spectator is familiar with the operation and use of the golf cart.

General Waiver:

I UNDERSTAND THERE ARE HAZARDS ON GOLF COURSES INCLUDING THE POSSIBILITY OF BEING INJURED FROM AN ERRANT GOLF BALL, BEING HIT BY A SWINGING CLUB, GOLF CART ACCIDENTS, AND MORE SERIOUS INJURIES OR DEATH WHICH I MAY SUSTAIN AS A SPECTATOR. I ASSUME AND ACKNOWLEDGE ALL THESE RISKS.

I HEREBY RELEASE THE CITY OF INVER GROVE HEIGHTS AND ITS OFFICIALS AND EMPLOYEES FROM ANY LIABILITY RELATED TO PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OCCURRING WHILE ON THE GOLF COURSE. I WAIVE ALL SUCH CLAIMS.

I FURTHER AGREE TO INDEMNIFY AND HOLD THE CITY OF INVER GROVE HEIGHTS AND ITS OFFICIALS AND EMPLOYEES HARMLESS FROM ANY CLAIM ARISING OUT OF OR RELATED TO MY PRESENCE ON THE GOLF COURSE.

IN CASE OF MEDICAL EMERGENCY, I AUTHORIZE TREATMENT AS DETERMINED BY QUALIFIED AND LICENSED EMERGENCY RESPONSE MEDICAL PERSONNEL.

I agree to the above listed conditions as a spectator on Inver Wood Golf Course.

Spectator's Printed Name: _____ Date: _____

Spectator's Signature: _____ Birth Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Review Inver Wood Golf Course Non-Player Policy

Meeting Date: February 27, 2012
 Item Type: Consent Agenda
 Contact: Al McMurchie – 651.457.3667
 Prepared by: Al McMurchie
 Reviewed by: Eric Carlson – Parks & Recreation

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

Adopt policy resolution regarding non-players on Inver Wood Golf Course during play periods.

SUMMARY

Dating back to the beginning of operations in 1992, the recommendation of the City’s risk management consultant was to permit only active players on the golf course that had paid a green fee and as such had assumed the risk of participating in the game. It was determined that non-players, whether they are walking along or riding along, represented a greater level of risk of injury and consequently a higher level of liability to the City. From this recommendation, Inver Wood has prohibited non-players on the golf course throughout its twenty year history.

Typically the request from our customers to bring a non-player onto the course involves one of the following categories:

- a minor (down to the level of infant),
- senior age individuals,
- spectators with or without golf experience, and
- caddies.

The potential for injury from golf car operation, ball strike, club strike, etc. should be considered greater for these various categories due to their inexperience with the game, their tendency to get out of position during play, and the operation of golf cars on challenging terrain.

In September 2011, an individual citizen of Inver Grove Heights objected to this policy through a series of e-mails to staff and to Mayor Tourville. We have reviewed this policy and practice from several perspectives.

A telephone survey was conducted of other government unit golf courses. Two sets of telephone calls were made: the first to the golf shop counter posing as a prospective customer, and the second to the course’s manager in order to discuss it from a management perspective. A variety of inconsistencies were found. The survey results are attached. Some points regarding the results:

- All but one (Dwan G.C.) of the 15 courses surveyed permitted non-players on their golf courses. In many cases, the management response was characterized by a realization that it was not a good practice, but they felt pressure from the public, and in some cases superiors, to permit the practice.

- In an attempt to minimize risk, some courses resorted to age limits, signed waivers, and in one case instructions to the golf car renter to remove the key from the ignition of the golf car while they played their shots. Consistent enforcement of these practices was problematic for course management.
- In one system, a non-playing child was injured years ago with a resulting lawsuit. Management was reluctant to go into details.
- Terrain of a particular golf course should be accounted for to some degree. The majority of courses surveyed are characterized by flat terrain. Inver Wood however should be considered a very hilly course with significant elevation changes. As such, the potential for a runaway golf car accident would be greater.

Staff also contacted the League of Minnesota Cities Insurance Trust's Loss Control Consultant and their Risk Management Attorney for advice. They offer the following points:

- The City would not lose the assumption of risk defense. The City would be able to argue assumption of risk whether the person is a player or non-player just riding along.
- The use of a written agreement (waiver) may help the City in the defense of a claim.
- The policy could be changed provided the City adequately considers the safety of everyone involved.
- The City Council could utilize the principle of *Discretionary Immunity*. Generally the higher the level at which a decision is made, the better chance the City would have of establishing discretionary immunity from a claim. The City Council would have to review the safety, economic, social, and political factors involved in the decision.
- Clear records need to be kept to show that the full nature of the discretionary decision was considered. These include staff memos, council minutes documenting the discussion, and video recordings of the meeting(s) where the decision was made. The Council action would be put into the form of a resolution identifying the safety, economic, social, and political considerations that went into the Council's decision.

Council should be aware that there would be counter arguments. Generally the golf course owner has legally been held to a higher liability for negligence when it comes to minors, spectators, caddies, passers-by, and adjacent landowners. In addition, course owners have been sued for various nuisance liabilities. As an example, the operation of a golf car for a small child left alone on that golf car should be considered an attractive nuisance.

Council should also be aware that this is not an issue of handicap accessibility. Inver Wood has always provided full access to both of our golf courses for disabled players.

Lastly, changing the policy at this point could be problematic since we have consistently enforced the policy the last 20 golf seasons. Since this precedent has been set over a long period of time, permitting non-players on the course at this time may well place the City in a difficult position should an injury to a non-player occur.

RECOMMENDATION

The decision to allow non-players on the golf course lies entirely with the City Council. There are three (3) options available:

1. Continue with the existing policy in place since 1992 of prohibiting non-players on Inver Wood Golf Course. This option is the safest for the non-player, best from a risk management perspective, and fairest for the overall field of play. Any financial impact from this policy has been negligible throughout the policy's history.
2. Continue with the existing policy in place since 1992 of prohibiting non-players on Inver Wood Golf Course during all operational hours with the following exceptions for competitive events:
 - a. Permit spectators for High School Golf Team competitions. All Minnesota State High School League rules and regulations for boy's and girl's golf would apply. Golf car rentals for spectators would not be permitted.
 - b. Permit spectators for competitive events sanctioned by the Minnesota Golf Association, or similar state golf association, as deemed appropriate by the Golf Course Manager consistent with the risk management goals of the City.
3. Rescind the existing policy by adopting a resolution consistent with the *Discretionary Immunity* requirements. If Council were to opt for this path, in the minimum it is recommended that the following restrictions be part of that new policy:
 - a. An minimum age restriction for non-players of twelve (12) years or older.
 - b. Signed waivers for all participants.

The City's Park and Recreation Commission voted to recommend option number two (2) during their February 8th meeting.

We request that the City Council adopt, through resolution, one of these three (3) options.

**INVER WOOD GOLF COURSE
ATTACHMENT A - SURVEY OF GOVERNMENT UNIT GOLF COURSES - NON-PLAYERS ON GOLF COURSE POLICIES**

Golf Course	Government Unit	Holes	Terrain	Response
Baker National G.C.	Three Rivers Park District	18/9	Marsh/Forested	Staff: Yes, pay for the car rider, not available on weekends. Management: Yes, pay car fee, no age restriction, gray area.
Braemar G.C.	City of Edina	27/9	Rolling/Parkland	Staff: Yes Management: Yes, must be age 10 or older, sign waiver.
Brookview G.C.	City of Golden Valley	18/9	Flat/Parkland	Staff: Did not know, question for the Manager. Management: Says no in policies, but not adhered to. Pay fee and can't drive car.
Bunker Hills G.C.	City of Coon Rapids	27	Flat/Parkland	Staff: Yes, pay for the car rider. Management: Yes, no charge.
Chaska Towne Crse	City of Chaska	18	Marsh/Forested	Staff: Yes, no charge for the rider. Management: No policy, no fee.
Como G.C.	City of St. Paul	18	Flat/Parkland	Staff: Yes, must be age 7 or older, no charge for the rider. Management: Yes, riders pay car fee, must be age 7 or older, no charge walking
Dwan G.C.	City of Bloomington	18	Flat/Parkland	Staff: No, and no exceptions, insurance issue. Management: No non-players, no exceptions, insurance issue.
Eagle Valley G.C.	City of Woodbury	18	Flat/Housing Devlpmt	Staff: Yes, just pull the key from the ignition between shots. Management: Yes, no fees charged.
Edinburgh G.C.	City of Brooklyn Park	18/9	Flat/Housing Devlpmt	Staff: Yes, rider must stay in golf car. Management: Yes, must take golf car, pay car fee, and stay on the golf car.
Highland G.C.	City of St. Paul	18/9	Flat/Parkland	Staff: Yes, certain adults pay fee. Management: Yes, riders pay car fee, must be age 7 or older, no charge walking
Keller G.C.	Ramsey County	18	Rolling/Parkland	Staff: Yes, must be age 13 or older. Did have lawsuit from injured child years ago. Management: Yes, rider only and must pay fee, walking permitted. Did not mention injured child incident.
Manitou Ridge G.C.	Ramsey County	18	Flat/Parkland	Staff: Yes, must be age 12 or older. Also mentioned lawsuit from injured child years ago. Management: Yes, rider only and must pay fee, no walking. Did not mention injured child incident.
Phalen G.C.	City of St. Paul	18	Flat/Parkland	Staff: Yes, must be age 7 or older, insurance written, no charge for the rider, if you talk to Denny Management: Yes, riders pay car fee, must be age 7 or older, no charge walking
River Oaks G.C.	City of Cottage Grove	18	Flat/Parkland	Staff: Yes Management: Yes, pay car fee.
Valley Wood G.C.	City of Apple Valley	18	Rolling/Parkland	Staff: Yes, must sign a release. Management: Sign release form, probably not worth anything legally, can't drive car, not consistent charging car fee

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Final review Inver Wood Golf Course Non-Player Policy

Meeting Date: March 12, 2012
 Item Type: Work Session
 Contact: Al McMurchie – 651.457.3667
 Prepared by: Al McMurchie
 Reviewed by: Eric Carlson – Parks & Recreation

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

Final review of the Inver Wood Golf Course non-player policy prior to formal adoption.

SUMMARY

During their Work Session of February 27, 2012, Council members reviewed the various issues surrounding allowing non-players on Inver Wood Golf Course as spectators for general play or as spectators for golf events. The original memorandum defining these issues is included as Attachment A. It was determined that non-players (spectators) would be permitted with the following regulations:

1. A minimum age restriction for non-players of sixteen (16) or older.
2. All non-players would ride and pay the applicable half golf car fee.
3. All non-players would sign a waiver defining their assumption of liability.

In addition, the changes would be provisional for the 2012 season and reviewed at season end.

Two (2) waiver forms have been drafted. Attachment B defines the safety rules, power car agreement, and the general liability waiver for spectators for general day-to-day play. Within this format the group size, including the spectator, has been limited to four (4) total people. Also, because of the age and riding requirements, no caddies are permitted.

The second waiver for event spectators is included as Attachment C. This waiver would be signed by participants of high school golf team meets and other suitable events. Golf car use for event spectators would not be permitted with an exception for those individuals with disabilities consistent with the Americans with Disabilities Act (ADA). An open question remains as to whether or not event spectators under the age of 16 would be permitted.

CONCLUSION

The last open question of age restriction for event spectators would be determined and a Council Resolution, in order to provide discretionary immunity protection to the City, would be considered during the March 26th City Council meeting. Implementation of the new policy would occur immediately on March 27th.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contractor for Grove Heating System Repair

Meeting Date: March 26, 2012
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Recommend hiring NAC to repair the Grove heating system in an amount not to exceed \$25,000. Funding comes from the VMCC/Grove Operating Budget.

SUMMARY

There are three leaks in the heating system of the Grove. To repair the leaks the system must be drained, leaks repaired and the system restarted. Additionally the system has not had glycol in it and we have been advised to add glycol. We have received two quotes as follows:

Horwitz NSI	\$41,990.00
NAC	\$14,766.54

The scope of services is as follows:

Repair Leak(s) in Hot Water Heating System

- Drain Hot Water System
- Repair leak(s) in the Hot Water Heating System
 - Concession Stand
 - Boiler Room
- Repair damaged insulation
- Permits as required

Fill Hot Water Heat System with Propylene Glycol

- Flush the existing system prior to filling the system
- Fill entire hot water system with propylene glycol at a concentration of approximately 35%
- Restart the system and test for proper performance
- Permits as required

Add Isolation Valve(s) to the Piping

- Add two (2) isolation valves to the existing piping system...locations to be determined by owner
- Repair damaged insulation
- Permits as required

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Replacement of Fitness Equipment for the Veterans Memorial Community Center

Meeting Date: March 26, 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 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

To accept the quote of \$40,845.49 from Push Pedal Pull for nine (9) pieces of cardio fitness equipment. This includes seven (7) treadmills and two (2) elliptical machines. This amount is included in the 2012 VMCC budget. Quotes include appropriate sales tax and trade-in values.

SUMMARY

In an effort to maintain a quality, safe and up-to-date fitness center, nine (9) pieces of cardio equipment are being proposed for purchase. A total of three (3) quotes were received and are listed below.

Due to the fact that the City will own this equipment, staff feels that the warranty agreements on parts, labor and frame are critical for the long-term maintenance and life span of the equipment. Push Pedal Pull’s equipment is a standard in the industry and is located in multiple similar size facilities including South St. Paul and Eagan.

The equipment being considered for replacement is the same brand as we currently have in the fitness center. This brand has served the facility well in terms of its reliability, durability and customer satisfaction. The proposed vendor has provided excellent and timely customer service in the past on any necessary repairs to equipment.

Vendor	Quote	Parts Warranty	Labor Warranty	Frame Warranty
Lifetime Fitness	\$40,874.32	2 years	1 years	7 years
Push Pedal Pull	\$40,845.49	4 years	4 year	7 years
Technogym	\$56,351.70	2 years	1 years	10 years

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contractor for VMCC Munters Unit Repair

Meeting Date: March 26, 2012
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Recommend hiring NAC to repair the Munters Unit at the VMCC for a cost not to exceed \$35,000. Funding comes from the VMCC/Grove Operating Budget.

SUMMARY

The Munters Unit provides the VMCC with dehumidification control. The unit has a number of issues that need to be repaired including a new desiccant wheel, seals, belt, rollers and motor and burner. Dehumidification is important to keep the humidity out of the building and control the potential growth of mold.

Horwitz NSI	\$31,190.00
NAC	\$30, 209.76



Memo

To: Joe Lynch, City of Inver Grove Heights
From: Jessica Cook and Shelly Eldridge, Ehlers
Cc: Steve Apfelbacher
Date: March 8, 2012
Subject: Actions Related to Office of State Auditor TIF Reports

Each year, as required under state law, the City completes financial reporting forms for each tax increment district and files them with the Minnesota Office of the State Auditor. Ehlers completed the most recent reports for fiscal year 2010 on behalf of the City.

In 2011, the Office of the State Auditor significantly and retroactively changed the reporting forms and the method for reporting for fiscal year 2010. The new reports require the City to segregate tax increment revenue from other revenues that have been routinely accounted for in the TIF funds.

The State Auditor's requirement to segregate the tax increment from "non-increment" and make other changes to the record keeping and reporting result in the need to make transfers between funds. The City was unable to make the transfers in 2010 because the new reporting requirements were announced after the City had completed its 2010 audit and closed its books for the year. The transfers, as approved by the Council, will be made for fiscal year 2011.

As a result of the new reporting requirements and resulting transfers, two of the City's TIF Funds will have a negative fund balance at the end of 2010, which will be replenished with increment received in 2011 and beyond. Ehlers recommends adopting the attached interfund loan resolutions to affirm the City's intention of replenishing the negative fund balances with increment beginning in 2011.

To summarize, Ehlers recommends that the City Council consider adoption the attached resolutions:

- 1) A resolution authorizing staff to make transfers related to the TIF Funds.
- 2) An interfund loan resolution for District No. 2-1.
- 3) An interfund loan resolution for District No. 3-1.

All of these actions are necessitated by the new TIF reporting requirements for 2010 that were announced after the City had already closed its books and completed the 2010 audit.

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

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING TRANSFERS FOR FISCAL YEAR 2010

WHEREAS, the City of Inver Grove Heights, Minnesota (the "City") has three existing tax increment districts; and

WHEREAS, in 2011, the Minnesota Office of the State Auditor changed the reporting forms and the method for reporting for the tax increment districts; and

WHEREAS, the new reporting and record keeping requirements necessitate the transfer of funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Heights, Minnesota, that the City Council hereby approves the following transfers for Fiscal Year 2011:

1. \$253,577 from Fund #405 (TIF 2-1) to Fund #399 (Closed Bond Fund).
2. \$485,705 from Fund #453 (TIF 4-1) to Fund #405 (TIF 2-1).
3. \$473,661 from Fund #442 (Water System Improvement Fund) to Fund #453 (TIF 4-1).

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated:

ATTEST:

Mayor

City Administrator

(Seal)

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

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION RATIFYING AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH TAX INCREMENT FINANCING DISTRICT NO. 2-1.

BE IT RESOLVED by the City Council (the "Council") of the City of Inver Grove Heights, Minnesota (the "City"), as follows:

Section 1. Background.

1.01. The City has heretofore approved the establishment of Tax Increment Financing District No. 2-1 (the "TIF District") within Development District No. 2 (the "Project"), and has adopted a Tax Increment Financing Plan (the "TIF Plan") for the purpose of financing certain improvements within the Project.

1.02. The City has determined to pay for certain costs identified in the TIF Plan consisting of land/building acquisition, site improvements/preparation, other public improvements, interest and administrative costs (collectively, the "Qualified Costs"), which costs have been financed on a temporary basis from City funds available for such purposes.

1.03. Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally authorized, in order to finance the Qualified Costs.

1.04. The City has previously reimbursed itself for the Qualified Costs from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan"), and will continue to make such reimbursements as tax increments become available.

1.05. Beginning with the fiscal year ending on December 31, 2010, the Office of the State Auditor requires tax increment authorities to segregate funds within each TIF District between tax increments derived from the TIF District and revenue derived from other sources. The City has identified \$485,705 of the existing fund balance of the TIF District which is non-increment and therefore was advanced as an Interfund Loan.

1.06. This resolution ratifies the Interfund Loan previously made by the City and authorizes the City to use future tax increments derived from the TIF District to repay outstanding balances on the Interfund Loan.

Section 2. Terms of Interfund Loan.

2.01. The City hereby ratifies the prior advance of \$485,705 from other City funds or so much thereof as may be paid as Qualified Costs. Interest shall accrue on the principal amount outstanding as of January 1, 2011. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted.

2.02. Principal and interest ("Payments") on the Interfund Loan shall be paid annually by December 31(the "Payment Date"), commencing on December 31, 2010, or on any other dates determined by the City Administrator, through the date of last receipt of tax increment from the TIF District.

2.03. Payments on this Interfund Loan are payable solely from "Available Tax Increment," which shall mean, on each Payment Date, tax increment available after other obligations have been paid, or as determined by the City Administrator, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the City by Dakota County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1799, all inclusive, as amended. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds, notes or contracts secured in whole or in part with Available Tax Increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

2.04. The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

2.05. This Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. This Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Interfund Loan or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.

2.06. The City may amend the terms of this Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

Section 3. Effective Date. The Council hereby ratifies that this Interfund Loan was effective as of December 31, 2010.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated:

ATTEST:

Mayor

City Administrator

(Seal)

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

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION RATIFYING AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH TAX INCREMENT FINANCING DISTRICT NO. 3-1.

BE IT RESOLVED by the City Council (the "Council") of the City of Inver Grove Heights, Minnesota (the "City"), as follows:

Section 1. Background.

1.01. The City has heretofore approved the establishment of Tax Increment Financing District No. 3-1 (the "TIF District") within Development District No. 3 (the "Project"), and has adopted a Tax Increment Financing Plan (the "TIF Plan") for the purpose of financing certain improvements within the Project.

1.02. The City has determined to pay for certain costs identified in the TIF Plan consisting of land/building acquisition, site improvements/preparation, other public improvements, interest and administrative costs (collectively, the "Qualified Costs"), which costs have been financed on a temporary basis from City funds available for such purposes.

1.03. Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally authorized, in order to finance the Qualified Costs.

1.04. The City has previously reimbursed itself for the Qualified Costs from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan"), and will continue to make such reimbursements as tax increments become available.

1.05. Beginning with the fiscal year ending on December 31, 2010, the Office of the State Auditor requires tax increment authorities to segregate funds within each TIF District between tax increments derived from the TIF District and revenue derived from other sources. The City has identified \$961,620 of the existing fund balance of the TIF District which is non-increment and therefore was advanced as an Interfund Loan.

1.06. This resolution ratifies the Interfund Loan previously made by the City and authorizes the City to use future tax increments derived from the TIF District to repay outstanding balances on the Interfund Loan.

Section 2. Terms of Interfund Loan.

2.01. The City hereby ratifies the prior advance of \$961,620 from the Water System Improvement Fund or so much thereof as may be paid as Qualified Costs. Interest shall accrue on the principal amount outstanding as of January 1, 2011. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted.

2.02. Principal and interest ("Payments") on the Interfund Loan shall be paid annually by December 31(the "Payment Date"), commencing on December 31, 2010, or on any other dates determined by the City Administrator, through the date of last receipt of tax increment from the TIF District.

2.03. Payments on this Interfund Loan are payable solely from "Available Tax Increment," which shall mean, on each Payment Date, tax increment available after other obligations have been paid, or as determined by the City Administrator, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the City by Dakota County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1799, all inclusive, as amended. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds, notes or contracts secured in whole or in part with Available Tax Increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

2.04. The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

2.05. This Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. This Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Interfund Loan or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.

2.06. The City may amend the terms of this Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

Section 3. Effective Date. The Council hereby ratifies that this Interfund Loan was effective as of December 31, 2010.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated:

ATTEST:

Mayor

City Administrator

(Seal)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 26, 2012
Item Type: Consent Agenda
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the enclosed Post Issuance Debt Compliance Policy.

SUMMARY

Enclosed is a copy of the Post Issuance Debt Compliance Policy. The City Council needs to adopt this Policy to be in compliance with the rules and regulations of the IRS. The City has issued debt in the past and has been in compliance with the regulations of the IRS. This is a new regulation. The IRS is responsible for enforcing the rules and regulations governing certain obligations of the City. They expect the City to adopt this Policy and put procedures in place to protect against post issuance compliance violations. The new Finance Director will be responsible for following these procedures and compliance with the Policy. I will give her a copy of this upon her arrival in the City and review it with her, along with our current financial services provider. I have enclosed a copy of the Post Issuance Debt Compliance Procedures for your information and review.

City of Inver Grove Heights, Minnesota Post-Issuance Debt Compliance Policy

The City Council (the “Council”) of the City of Inver Grove Heights, Minnesota (the “City”) has chosen, by policy, to take steps to help ensure that all obligations will be in compliance with all applicable federal regulations. This policy may be amended, as necessary, in the future.

Background

The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (the “Code”) and regulations promulgated thereunder (“Treasury Regulations”) governing certain obligations (for example: tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds and various “Tax Credit” Bonds). The IRS expects issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

Post-Issuance Debt Compliance Policy Objective

The City desires to monitor these obligations to ensure compliance with the Code and Treasury Regulations. To help ensure compliance, the City has developed the following policy (the “Post-Issuance Debt Compliance Policy”). The Post-Issuance Debt Compliance Policy shall apply to the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper or any other form of debt that is subject to compliance.

Post-Issuance Debt Compliance Policy

The Finance Director of the City is designated as the City’s agent who is responsible for post-issuance compliance of these obligations.

The Finance Director shall assemble all relevant documentation, records and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the “Post-Issuance Debt Compliance Procedures”). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:

1. General post-issuance compliance;
2. Proper and timely use of obligation proceeds and obligation-financed property;
3. Arbitrage yield restriction and rebate;
4. Timely filings and other general requirements;
5. Additional undertakings or activities that support points 1 through 4 above;
6. Maintenance of proper records related to the obligations and the investment of proceeds of obligations;
7. Other requirements that become necessary in the future.

The Finance Director shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Finance Director will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

The Finance Director or any other individuals responsible for assisting the Finance Director in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.

Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless there is a reasonable possibility that the City may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the Finance Director shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

Private Activity Bonds

The City may issue tax-exempt obligations that are “private activity” bonds because either (1) the bonds finance a facility that is owned by the City but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called “conduit bonds”, where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of either of these types of bonds, the Finance Director shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.

In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the Finance Director may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the City under federal law. In a case where the Finance Director is concerned about the compliance ability of a private party, the Finance Director may require that a trustee or other independent third party be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

The Finance Director is additionally authorized to seek the advice, as necessary, of bond counsel and/or its financial advisor to ensure the City is in compliance with this Post-Issuance Debt Compliance Policy.

Adopted this date [REDACTED] by the City Council of the City of Inver Grove Heights, Minnesota

City of Inver Grove Heights, Minnesota Post-Issuance Debt Compliance Procedures

The City Council (the “Council”) of the City of Inver Grove Heights, Minnesota (the “City”) has adopted the attached Post-Issuance Debt Compliance Policy dated [REDACTED]. The Post-Issuance Debt Compliance Policy applies to qualifying debt obligations issued by the City. As directed by the adoption of the Post-Issuance Debt Compliance Policy, the Finance Director will perform the following Post-Issuance Debt Compliance Procedures for all of the City’s outstanding debt.

1. General Post-Issuance Compliance

- a. Ensure written procedures and/or guidelines have been put in place for individuals to follow when more than one person is responsible for ensuring compliance with Post-Issuance Debt Compliance Procedures.
- b. Ensure training and/or educational resources for post-issuance compliance have been approved and obtained.
- c. The Finance Director of the City understands that there are options for voluntarily correcting failures to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Treasury Regulations and the ability to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31).

2. General Recordkeeping

- a. Retain records and documents for the obligation and all obligations issued to refund the obligation for a period of at least seven years following the final payment of the obligation (or if such obligation is refunded, the final payment of the refunding bond) unless otherwise directed by Bond Counsel.
- b. Retain both paper and electronic versions of records and documents for the obligation.
- c. General records and documentation to be assembled and retained
 - i. Description of the purpose of the obligation (referred to as the project) and the state statute authorizing the project.
 - ii. Record of tax-exempt status or revocation of tax-exempt status, if applicable.
 - iii. Any correspondence between the City and the IRS.
 - iv. Audited financial statements.
 - v. Bond transcripts, official statements and other offering documents of the obligation.
 - vi. Minutes and resolutions authorizing the issuance of the obligation.
 - vii. Certifications of the issue price of the obligation.
 - viii. Any formal elections for the obligation (i.e. election to employ an accounting methodology other than the specific tracing method).

- ix. Appraisals, demand surveys, or feasibility studies for property financed by the obligation.
- x. Documents related to governmental grants, associated with construction, renovation or purchase of property financed with the obligation.
- xi. Reports of any prior IRS examinations of the City or the City's obligation.

3. Arbitrage Yield Restriction and Rebate Recordkeeping

- a. Investment and arbitrage documentation to be assembled and retained
 - i. An accounting of all deposits, expenditures, interest income and asset balances associated with each fund established in connection with the obligation. This includes an accounting of all monies deposited to the Debt Service Account to make debt service payments on the obligation, regardless of the source derived. Accounting for expenditures and assets is described in further detail in Section 4.
 - ii. Statements prepared by Trustee or Investment Provider.
 - iii. Documentation of at least quarterly allocations of investments and investment earnings to each obligation (i.e. uncommingling analysis).
 - iv. Documentation for investments made with obligation proceeds such as:
 1. Investment contracts (i.e. guaranteed investment contracts).
 2. Credit enhancement transactions (i.e. bond insurance contracts).
 3. Financial derivatives (swaps, caps, etc).
 4. Bidding of financial products.
 - Investments acquired with obligation proceeds are purchased at fair market value (i.e. three bids for open market securities needed in advance refunding escrows).
- b. Computations of the arbitrage yield.
- c. Computations of yield restriction and rebate amounts including but not limited to:
 - i. Compliance in meeting the "Temporary Period from Yield Restriction Exception" and limiting the investment of funds after the temporary period expires.
 - ii. Compliance in meeting the "Rebate Exception".
 1. Qualifying for the "Small Issuer Exception"
 2. Qualifying for a "Spending Exception"
 - 6 Month Spending Exception
 - 18 Month Spending Exception
 - 24 Month Spending Exception
 3. Qualifying for the "Bona Fide Debt Service Fund Exception"
 4. Quantifying arbitrage on all funds established in connection with the obligation in lieu of satisfying arbitrage exceptions (including Reserve Funds and Debt Service Funds)

- d. Computations of yield restriction and rebate payments.
- e. Timely Tax Form 8038-T filing, if applicable.
 - i. Remit any arbitrage liability associated with the obligation to the IRS at each five year anniversary date of the obligation, and the date in which the obligation is no longer outstanding (redemption or maturity date), whichever comes sooner, within 60 days of said date.
- f. Timely Tax Form 8038-R filing, if applicable.
- g. Procedures or guidelines for monitoring instances where compliance with applicable yield restriction requirements depends on subsequent reinvestment of obligation proceeds in lower yielding investments (for example: reinvestment in zero coupon SLGS).

4. Expenditure and Asset Documentation to be Assembled and Retained

- a. Documentation of allocations of obligation proceeds to expenditures (i.e. allocation of proceeds to expenditures for the construction, renovation or purchase of facilities owned and used in the performance of exempt purposes).
 - i. Such allocation will be done not later than the earlier of:
 - eighteen (18) months after the later of the date the expenditure is paid, or the date the project, if any, that is financed by the tax-exempt bond issue is placed in service; or
 - the date sixty (60) days after the earlier of the fifth anniversary of the issue date of the tax-exempt bond issue, or the date sixty (60) days after the retirement of the tax-exempt bond issue.
- b. Documentation of allocations of obligation proceeds to issuance costs.
- c. Copies of requisitions, draw schedules, draw requests, invoices, bills and cancelled checks related to obligation proceed expenditures during the construction period.
- d. Copies of all contracts entered into for the construction, renovation or purchase of facilities financed with obligation proceeds.
- e. Records of expenditure reimbursements incurred prior to issuing bonds for facilities financed with obligation proceeds (Declaration of Official Intent/Reimbursement Resolutions including all modifications).
- f. List of all facilities and equipment financed with obligation proceeds.
- g. Depreciation schedules for depreciable property financed with obligation proceeds.
- h. Documentation that tracks the purchase and sale of assets financed with obligation proceeds.
- i. Documentation of timely payment of principal and interest payments on the obligation.
- j. Tracking of all issue proceeds and the transfer of proceeds into the debt service fund as appropriate.

- k. Documentation that excess earnings from a Reserve Fund is transferred to the Debt Service Fund on an annual basis. Excess earnings are balances in a Reserve Fund that exceed the Reserve Fund requirement.

5. Miscellaneous Documentation to be Assembled and Retained

- a. Ensure that the project, while the obligation is outstanding, will avoid IRS private activity concerns.
 - i. The Finance Director shall monitor the use of all obligation-financed facilities in order to:
 - determine whether private business uses of obligation-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of sale of the facilities (including sale of capacity rights, leases and subleases of facilities (including easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers), leasehold improvement contracts, licenses, management contracts (in which the City authorizes a third party to operate a facility, e.g. cafeteria), research contracts, preference arrangements (in which the City permits a third party preference, such as parking in a public parking lot), joint ventures, limited liability companies or partnership arrangements, output contracts or other contracts for use of utility facilities (including contracts with large utility users), development agreements which provide for guaranteed payments or property values from a developer, grants or loans made to private entities (including special assessment agreements), naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons; and
 - determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such obligation-financed facilities.
 - ii. The Finance Director shall provide training and educational resources to any City staff that have the primary responsibility for the operation, maintenance, or inspection of obligation-financed facilities with regard to the limitations on the private business use of obligation-financed facilities and as to the limitations on the private security or payments with respect to obligation-financed facilities.
- b. The Finance Director shall undertake the following with respect to the obligations:
 - i. an annual review of the books and records maintained by the City with respect to such obligations; and

- ii. an annual physical inspection of the facilities financed with the proceeds of such obligations, conducted by the Finance Director with the assistance of any City staff who have the primary responsibility for the operation, maintenance, or inspection of such obligation-financed facilities.
- c. Changes in the project that impact the terms or commitments of the obligation are properly documented and necessary certificates or opinions are on file.

6. Additional Undertakings and Activities that Support Sections 1 through 5 above:

- a. The Finance Director will notify the City's bond counsel, financial advisor and arbitrage provider of any survey or inquiry by the IRS immediately upon receipt (Usually responses to IRS inquiries are due within 21 days of receipt. Such IRS responses require the review of the above mentioned data and must be in writing. As much time as possible is helpful in preparing the response).
- b. The Finance Director will consult with the City's bond counsel, financial advisor and arbitrage provider before engaging in post-issuance credit enhancement transactions (i.e. bond insurance, letter of credit, or hedging transactions (i.e. interest rate swap, cap).
- c. The Finance Director will monitor all "qualified tax-exempt debt obligations" within the first calendar year to determine if the limit is exceeded, and if exceeded, will address accordingly. For tax-exempt debt obligations issued during years 2009 and 2010, the limit is \$30,000,000 (The limit was \$10,000,000 prior to 2009. In 2011 and thereafter it will remain at \$10,000,000 unless changed by Congress). During this period, the limit also applies to pooled financings of the governing body and provides a separate \$30,000,000 for each 501 (c)(3) conduit borrower.
- d. Comply with Continuing Disclosure Requirements.
 - i. If applicable, the timely filing of annual information agreed to in the Continuing Disclosure Certificate.
 - ii. Give notice of any Material Event.
- e. Identify any post-issuance change to terms of bonds which could be treated as a current refunding of "old" bonds by "new" bonds, often referred to as a "reissuance".
- f. Confirm whether any "remedial action" in connection with a "change of use" must be treated as a "reissuance".
- g. The Finance Director will ensure that the appropriate tax form for federal subsidy payments is prepared and filed in a timely fashion for applicable obligations (i.e. Build America Bonds).

7. Compliance with Future Requirements

- a. Take measures to comply with any future requirements issued beyond the date of these Post-Issuance Debt Compliance Procedures which are essential to ensuring compliance with the applicable state and federal regulations.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: March 26, 2012
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: Thomas J. Kaldunski, City Engineer

TK

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: Water Connection Fund

PURPOSE/ACTION REQUESTED

Resolution ordering Project No. 2006-08 – Asher Water Tower Replacement, ordering preparation of construction plans and specifications and authorizing execution of a professional services agreement with SEH, Inc. for preliminary design and final design services.

SUMMARY

The City Council received the feasibility study for the Asher Service Area on January 27, 2003. That study recommended that the future water storage needs for the Asher Area (the largest service area in the City) be met by constructing the two million gallon Arbor Pointe Water Tower (completed in 2006) and replacing the existing Asher Water Tower with a one million gallon tower on the same site.

Staff provided a project update to the City Council, at its February 13, 2012 study meeting. We have discussed the project scope with SEH, one of the firms in our technical services consulting pool, and they have provided the attached proposal for providing preliminary design services and final design services.

I recommend that the City Council approve the resolution ordering the project, ordering the preparation of plans and specifications and authorizing execution of a professional service agreement with SEH, Inc. for preliminary design and final design services for City Project No. 2006-08 – Asher Water Tower Replacement.

SDT/kf

Attachment: Resolution
 Letter of agreement

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ORDERING PROJECT, ORDERING PREPARATION OF PLANS AND
SPECIFICATIONS, AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT WITH SEH, INC. FOR CITY PROJECT NO. 2006-08 – ASHER WATER TOWER
REPLACEMENT**

RESOLUTION NO. _____

WHEREAS, a resolution passed by City Council on February 25, 2002 ordered preparation of a study of the Asher Service Area to determine water storage needs; and

WHEREAS, the study was completed and it recommended that a new elevated two million gallon water reservoir be constructed and that upon completion, the existing Asher Tower be replaced with a one million gallon structure; and

WHEREAS, the two million gallon Arbor Pointe Water Tower was constructed in 2006; and

WHEREAS, there are sufficient funds in the Water Connection Fund for the project.

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

1. City Project No. 2006-08, Asher Water Tower Replacement, is hereby ordered as proposed in this Council resolution dated March 26, 2012.
2. The preparation of plans and specifications are hereby ordered.
3. Authorization is hereby given to execute a professional service agreement with SEH, Inc. for preliminary design and final design for engineering services for this project.
4. Funding for this project is to be from the Water Connection Fund.
5. The contract for these improvements shall be let no later than five years after adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of March 2012.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



March 8, 2012

RE: Proposal for Design Phase Professional
Engineering Services
Asher Water Storage Tank
City of Inver Grove Heights, Minnesota
SEH No. INVER P-119307

Mr. Jim Sweeney, Utility Superintendent
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Jim:

This letter supplements the Master Agreement for Professional Engineering Services between the City of Inver Grove Heights (Owner), and SEH dated January 10, 2011 and outlines the scope of services necessary to provide professional engineering services for the design of a new 1.0 million gallon (MG) elevated water storage tank.

The proposed scope of services includes the following tasks:

A. PROJECT DESCRIPTION

This Project involves construction of a new water tower for the City of Inver Grove Heights on the site of the existing 2.0 MG Asher standpipe. The existing Asher standpipe is to be removed from the site by the City. The preferred style of tank is a steel hydropillar similar to the City's Arbor Pointe water tower, however the project will be bid with an optional concrete & steel composite style of tank so that a cost based decision can be made after the opening of bids.

Facilities to be designed by SEH for this project include:

1. Tank Option 1: 1,000,000 gallon elevated steel, hydropillar style, water storage tank.
2. Tank Option 2: 1,000,000 gallon elevated concrete & steel composite style, water storage tank.
3. Paved water tower access driveway and concentric circular drive about the base of the tower with parking area. Curb and gutter along all paved edges.
4. Storm sewer improvements made necessary by the access drive and parking area, including a potential storm water pond/rain garden to be located on the east side of the site.
5. Site grading, sod with irrigation system.
6. No plantings, no retaining walls and no fencing required.
7. Tower connecting water main.
8. Sanitary sewer line extension from Asher Street to common exterior manhole.
9. Water Tower Interior:
 - a. Standard drip ceiling.
 - b. Concrete floor.
 - c. Two unisex toilet facilities with power-ventilation and exterior-only access. Separate sanitary sewer line to common exterior manhole.
 - d. One interior space with exterior man-door and exterior manually actuated overhead garage door access. No HVAC.
 - e. One interior heated and power-ventilated space for Utility equipment, with one exterior man-door access and one interior man-door access into space noted in 9.d.
 - f. Floor drains for spaces 9.d and 9.e with connecting, separate sanitary sewer line extended to common exterior manhole.
10. Telecom appurtenances:

- a. Six-socket electric meter panel with conduits extended under circular drive into tower interior.
- b. Spare conduits extended under circular drive into tower interior.

B. SCOPE OF SERVICES

The scope of work for this Project has been broken down into two primary phases, identified as follows:

<u>Phase</u>	<u>Description</u>
1	Preliminary Design & Concept Definition
2	Final Design Services

SEH agrees to provide the following Services under this Agreement:

Phase 1 Preliminary Design Concept Definition

During this phase of the Project, the following services will be performed:

1. Perform a field survey to verify the existing topographic information and prepare a base map drawing of the proposed elevated tank site, connecting water main and access road location.
2. Coordinate taking of three soil borings via American Engineering Testing, Inc. (AET) for tower site located east of existing standpipe.
3. Prepare two (2) preliminary site grading plans showing storm sewer and access road locations for tank located:
 - a. At existing standpipe location, and
 - b. At site east of existing standpipe location.
4. Prepare two (2) preliminary site utility plans showing sanitary sewer and water main locations for tank located:
 - a. At existing standpipe location, and
 - b. At site east of existing standpipe location.
5. Evaluate and provide recommendations on the following design concepts for Owner's Parks Department, adjacent property owner/neighborhood meetings, and City Council:
 - a. Tower location on property.
 - b. Tower Virtual Reality Images (VRIs) from four (4) directions.
 - c. Tower shadow drawing showing potential impact of tower shadow throughout the year.
6. Meet with adjacent property owner and Owner's Parks Department to discuss water tower facility design concepts.
7. Phase 1 Meeting Summation: Attend up to six project meetings during duration of Phase 1: Design initiation, 30 percent review, MDH preliminary design review, City Parks Department, adjacent property owner, and City Council for preliminary plan review and approval.

Phase 2 Design Services

1. Prepare and submit an application to FAA for approval of the project and project site location.
2. Prepare permit applications for storm water, sanitary sewer and connecting water main construction.
3. Prepare SWWPP for the project. The permit will be applied for by the contractor.
4. Review soil boring information collected by AET to evaluate foundation soils ability to support an elevated water storage tank. Provide recommendations for foundation system.
5. Electrical engineering for the project will include standard exterior lighting & interior power, heat, convenience lighting and control panel for connection to the SCADA system through a new remote telemetry unit.
6. Mechanical ventilation systems for toilet rooms and Utility equipment space.
7. Prepare design drawings, specifications, and other contract documents; and submit copies of these documents to the Owner for review and approval at milestones noted below.

Mr. Jim Sweeney
March 8, 2012
Page 3

8. Prepare an estimate of probable Project costs for the proposed improvements after a final design is completed.
9. Submit the plans and specifications to Minnesota Department of Health (MDH) for review and approval, and respond to MDH comments. MDH review fee is not included in SEH proposal.
10. Phase 2 Meeting Summation: Attend up to three project meetings during duration of Phase 2: 60 percent review, 90 percent review, MDH plan review and approval.

C. COMPENSATION

We propose to complete the Phase 1- Preliminary Design and Phase 2- Final Design services as identified above for a Not to Exceed / Lump Sum of \$97,750.00, which includes soil borings, lab testing and all other typical miscellaneous and mileage expenses.

We will begin work promptly after receipt of your authorization. We propose to begin working with you immediately on this project in preparation for an April 27, 2012 submittal date to the Minnesota Drinking Water Revolving Fund (DWRF) Project Priority List (PPL) ahead of the May 4, 2012 deadline. We also propose to assist you with preparation of your submittal to the Minnesota Public Facilities Authority (PFA) for placement of the proposed Asher Tower construction project on the Intended Use Plan (IUP) ahead of the June 1, 2012 deadline.

This letter and the Master Agreement for Professional Engineering Services dated January 10, 2011 represent the entire understanding between the Owner and SEH in respect of the Project. This agreement may only be modified in writing and if signed by both parties. If this letter satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return one copy to us.

If you have any questions or would like to discuss this proposal in greater detail, please contact me at your convenience at 651.775.5031. We look forward to working with you.

Sincerely,



Miles B. Jensen, PE
Regional Water Practice Center Leader

Accepted by:
City of Inver Grove Heights, Minnesota

By: _____

By: _____

Date: _____

Date: _____

Consider Contractor for Hydro-Seeding 66th St/RISB Slope

Meeting Date: March 26, 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 \$5,720.00 contract with Standard Contracting, Inc. for hydro seeding steep slope along 66th Street by RISB. Not included in contract price will be an additional \$1,000 in seed and fertilizer purchased by Parks Division for total project request of \$6,720.00. Recommend funding for this seeding project coming from 66th Street Project 2011-21.

SUMMARY

City Council approved tree removal on steep slope along 66th Street and RISB on March 12, 2012. Contractor is near completion of this project. With unseasonably warm March it is recommended this slope be seeded as soon as possible. Parks staff secured two quotes for hydro seeding slope:

- Heikes Farms, Inc. \$5,725.00
- Standard Contracting, Inc. \$5,720.00

It is recommended City Council award hydro seeding contract to Standard Contracting, Inc. for the sum of \$5,720.00. The Parks Division is purchasing seed and fertilizer for project at a cost not to exceed \$1,000. Seed is low grow with native grasses and flowers. Seed mix will allow for maintenance burn every few years once planting is mature. Total project cost is \$6,720.00 with funding recommended from 66th Street Project 2011-21.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 26, 2012
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED Consider contribution of \$25,000 to the Inver Grove Heights Firefighters’ Relief Association.

SUMMARY

The Inver Grove Heights Firefighter’s Relief Association is requesting a voluntary contribution of \$25,000 for the year 2012 to support firefighter pensions.

The relief association pension is a valuable retention tool for the fire department. A contribution from the city will provide valuable funding to the pension account for the 66 active paid-on-call firefighters in the department.

The funds to pay for this contribution are in the 2012 budget.

Staff requests approval of this contribution.

INVER GROVE HEIGHTS FIREFIGHTERS' RELIEF ASSOCIATION

Phone (651) 455-5082

Fax (651) 451-0458

Email: ighfra@ci.inver-grove-heights.mn.us

March 17, 2012

City Administrator Joe Lynch
City of Inver Grove Heights
8150 Barbara Ave. E.
Inver Grove Heights, MN 55077

Dear Mr. Lynch,

The Board of Trustees of the Inver Grove Heights Firefighters' Relief Association would like to make a formal request to the City of Inver Grove Heights for a contribution of \$25,000 in 2012. The contribution would go to the association's special fund and be used for the specific purpose of funding firefighter pensions.

This request is for a voluntary contribution. The city is under no obligation under state law to provide a contribution in 2012. The relief association board of trustees has always made it a priority to carefully manage the association's funds so as to not become underfunded and trigger a mandatory contribution under state statute.

The association has not requested a municipal contribution from the city during the lean times of the past three years. Our request for \$25,000 in 2012 is in line with the amount of contributions received in the years 2002 – 2008 and is consistent with the ongoing discussions we have had regarding a five-year plan for contributions.

The relief association has as its mission to provide pension benefits to its members as incentive to the fire department in recruitment and, most importantly, retention of firefighters within the community. The association, through its member retention mission, is one of the fire department's best and most reliable resources for establishing and maintaining safety, professionalism, and preparedness. Pension benefits provided to the association's membership greatly enhance retention and thereby provide a high degree of skill and efficiency in the emergency response services they provide to this community.

The Inver Grove Heights Firefighters' Relief Association is appreciative of past city contributions and ongoing support. Please contact me if I can be of assistance or if you have any questions.

Sincerely,



Kent Zoya

cc: Fire Chief Judy Thill

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License – Charity Rockwell

Meeting Date: March 26, 2012
Item Type: Consent
Contact: 651-450-2513
Prepared by: Melissa Rheaume
Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED: Consider approval of an application by Charity Rockwell for an individual massage therapist license.

SUMMARY: An application has been submitted by Charity Rockwell for an Individual Massage Therapist License. The applicant has submitted all documentation and fees required by City Code. She has completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized national professional therapeutic massage organization. A background investigation on the applicant revealed no basis for the denial of the request.

Staff recommends approval of the application by Charity Rockwell for an individual massage therapist license to contract for service at All About...Me! 2910 Upper 55th St.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 26, 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: Dennis Hogan, Matt Willig, John Ferguson, Bill Miller, Trevor Schauls, Sam Cox, Bill Haggerty, and Dorothy Lencoswki.

Please confirm the separation of employment of: Jared McCauley, Police Officer.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SALAS TRUCKING – Case No. 12-02VAC

Meeting Date:	March 26, 2012	Fiscal/FTE Impact:
Item Type:	Regular	<input checked="" type="checkbox"/> None
Contact:	Heather Botten 651.450.2569	<input type="checkbox"/> Amount included in current budget
Prepared by:	Heather Botten, Associate Planner	<input type="checkbox"/> Budget amendment requested
Reviewed by:	Planning	<input type="checkbox"/> FTE included in current complement
	Engineering	<input type="checkbox"/> Other
	Levander, Gillen, & Miller	

PURPOSE/ACTION REQUESTED

Consider a resolution and related agreements for a Vacation of street rights-of-way in the plat of Laura Riebe Addition located between 6080 and 6202 Concord Boulevard.

- Requires a 3/5th's vote.
- 60-day deadline: March 25, 2012 (first 60-days)

SUMMARY

The applicant is requesting to vacate the unimproved right-of-way south of 6080 Concord Boulevard as well as a segment of alley right-of-way east of 6080 Concord Boulevard. The existing rights-of-way are not improved and vacating the described areas would create larger lot sizes, helping with the redevelopment of the Concord Area. There is an overlap in the legal descriptions from the abutting properties. Approving the vacation would resolve this discrepancy; the landowners have agreed upon a new property line. Although there are no road improvements in the right-of-way there is an existing storm sewer. Engineering staff supports the vacation of rights-of-way provided drainage and utility easements are granted to the City as well as an encroachment agreement. The applicant has submitted a survey which addresses all the City Engineer's comments and leaves no outstanding issues.

Staff: Based on the information provided staff recommends approval of the vacation of rights-of-way provided there are dedication of easements and agreements.

Planning Commission: At the February 21, 2012 public hearing, the Planning Commission also recommended approval of the request (8-0) with the conditions listed in the planning report.

Attachments: Vacation Resolution
 Notice of Completion
 Drainage and Utility Easements
 Agreement Relating to Landowner Improvements
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VACATION OF A PORTION OF CHESTER ST. AS
DEDICATED IN THE PLAT OF LAURA RIEBE ADDITION AND A PORTION OF
CHESTER AVENUE AS DEDICATED IN THE PLAT OF INVER GROVE FACTORY
ADDITION TOGETHER WITH A VACATION OF A PORTION OF THE ALLEY
ADJOINING CHESTER ST. AS DEDICATED IN THE PLAT
OF LAURA RIEBE ADDITION, DAKOTA COUNTY, MINNESOTA,
SUBJECT TO A RESERVATION FOR A PERMANENT PUBLIC EASEMENT FOR
DRAINAGE AND UTILITY PURPOSES**

**CASE NO. 12-02VAC
(Steven Patrick Barry and Salas Trucking Inc.)**

WHEREAS, pursuant to Minnesota Statutes Section 412.851, a petition has been duly presented to the City of Inver Grove Heights requesting vacation of the portions of the street and alley rights-of-way situated in the City of Inver Grove Heights, Dakota County, State of Minnesota described on the attached **Exhibit A**.

WHEREAS, the public hearing on said petition was preceded by two (2) weeks' published and posted Notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851; and

WHEREAS, a public hearing was held on said petition on February 21, 2012, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition; and

Resolution No. _____

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said street and alley rights-of-way would be in the public interest subject to a reservation for a permanent public easement for drainage and utility purposes , and

WHEREAS, the City of Inver Grove Heights hereby reserves and retains a permanent public easement for drainage and utility purposes over, under, through and upon the portions of the vacated street and alley rights-of-way described on the attached **Exhibits B and C**.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That pursuant to Minnesota Statutes Section 412.851, the street and alley rights-of-way in the plat of Inver Grove Factory Addition and the plat of Laura Riebe Addition, Dakota County, Minnesota described on the attached **Exhibit A** are hereby vacated subject to the City of Inver Grove Heights reserving and retaining forever a permanent public easement for drainage and utility purposes over, under, through and upon the portions of the vacated street and alley rights-of-way described on the attached **Exhibits B and C**.

The Notice of Completion of Vacation shall not be recorded until the following documents are executed by the City of Inver Grove Heights and Salas Trucking Inc. and Steve Patrick Barry and Irene E. Barry:

1. Permanent Drainage and Utility Easement between the City of Inver Grove Heights and Salas Trucking Inc.;
2. Permanent Drainage and Utility Easement between the City of Inver Grove Heights and Steven Patrick Barry and Irene E. Barry; and
3. Agreement Relating to Landowner Improvements Within City Easement in the Plat of Laura Riebe Addition and the Plat of Inver Grove Factory Addition between the City of Inver Grove Heights and Steven Patrick Barry and Irene E. Barry.

Adopted by the City Council of Inver Grove Heights this 26th day of March, 2012.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

Resolution No. _____

EXHIBIT A
PORTIONS OF STREET AND ALLEY BEING VACATED

That part of Chester Street, originally dedicated as Chester St. in Laura Riebe Addition to Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County.

Together with:

That part of Chester Avenue, originally dedicated as Chester Ave. in Inver Grove Factory Addition, Dakota County, Minnesota, according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said Inver Grove Factory Addition, Dakota County, Minnesota.

AND

That part of the alley as dedicated in Laura Riebe Addition to Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies southerly of the northeasterly extension of the northwesterly line of Lot 9, Block 2, said Laura Riebe Addition to Inver Grove.

Resolution No. _____

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT DRAINAGE AND UTILITY EASEMENT
BEING RESERVED BY THE CITY OVER, UNDER, THROUGH AND UPON A
PORTION OF PROPERTY OWNED BY SALAS TRUCKING INC.

A Permanent Drainage and Utility Easement over, under, through and upon the following described property owned by Salas Trucking Inc.:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition To Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County.

Together with:

That part of Chester Avenue, originally dedicated as Chester Ave., in "Inver Grove Factory Addition, Dakota County, Minnesota", according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said "Inver Grove Factory Addition, Dakota County, Minnesota".

Together with:

Lot 11, Block 2, said Laura Riebe Addition To Inver Grove.

Together with:

That part of the alley as dedicated in said Laura Riebe Addition To Inver Grove, which lies southerly of the northeasterly extension of the northwesterly line of Lot 9, Block 2, said Laura Riebe Addition To Inver Grove.

Described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a

Resolution No. _____

distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the parcel to be described; thence northwesterly, along said easterly right-of-way line, a distance of 26.15 feet; thence South 89 degrees 51 minutes 22 seconds East a distance of 129.86 feet; thence North 61 degrees 32 minutes 48 seconds East to the intersection with a line drawn 10.00 feet southwesterly of and parallel with the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence northwesterly, along said parallel line, to the intersection with the northeasterly extension of the northwesterly line of said Lot 9; thence northeasterly, along said northeasterly extension, to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence southeasterly, along said westerly right-of-way line, to the intersection with a line that bears South 89 degrees 51 minutes 22 seconds East from the point of beginning; thence North 89 degrees 51 minutes 22 seconds West to the point of beginning and there terminating.

Resolution No. _____

EXHIBIT C
LEGAL DESCRIPTION OF PERMANENT DRAINAGE AND UTILITY EASEMENT
BEING RESERVED BY THE CITY OVER, UNDER, THROUGH AND UPON A
PORTION OF PROPERTY OWNED BY STEVEN PATRICK BARRY

A Permanent Drainage and Utility Easement over, under, through and upon the following described property owned by Steven Patrick Barry:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition To Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County.

Together with:

That part of Chester Avenue, originally dedicated as Chester Ave., in "Inver Grove Factory Addition, Dakota County, Minnesota", according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said "Inver Grove Factory Addition, Dakota County, Minnesota".

Together with:

Lot 1, Block 21, "Inver Grove Factory Addition, Dakota County, Minnesota".

Described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East,

Resolution No. _____

tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the parcel to be described; thence southerly along said right-of-way line a distance of 7.32 feet; thence South 89 degrees 51 minutes 22 seconds East 62.31 feet; thence North 00 degrees 08 minutes 38 seconds East a distance of 5.00 feet; thence South 89 degrees 51 minutes 22 seconds East a distance of 55.45 feet; thence South 00 degrees 08 minutes 38 seconds West a distance of 5.00 feet; thence South 89 degrees 51 minutes 22 seconds East to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence northwesterly along said right-of-way line to the intersection with a line that bears South 89 degrees 51 minutes 22 seconds East from the point of beginning; thence North 89 degrees 51 minutes 22 seconds West to the point of beginning and there terminating.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

NOTICE OF COMPLETION OF VACATION OF A PORTION OF CHESTER ST.
AS DEDICATED IN THE PLAT OF LAURA RIEBE ADDITION AND A PORTION
OF CHESTER AVENUE AS DEDICATED IN THE PLAT OF INVER GROVE
FACTORY ADDITION TOGETHER WITH A VACATION OF A PORTION OF
THE ALLEY ADJOINING CHESTER ST. AS DEDICATED IN THE PLAT
OF LAURA RIEBE ADDITION, DAKOTA COUNTY, MINNESOTA,
SUBJECT TO A RESERVATION FOR A PERMANENT PUBLIC EASEMENT FOR
DRAINAGE AND UTILITY PURPOSES

CASE NO. 12-02VAC
(Steven Patrick Barry and Salas Trucking Inc.)

TO WHOM IT MAY CONCERN:

PLEASE TAKE NOTICE:

1. Pursuant to Minnesota Statutes Section 412.851, a petition was duly presented to the City of Inver Grove Heights requesting vacation of the portions of the street and alley rights-of-way situated in the City of Inver Grove Heights, Dakota County, State of Minnesota described on the attached **Exhibit A**. The petition was signed by the majority of the owners of the property abutting the street and alley rights-of-way described on **Exhibit A**.
2. The petition sought to vacate a portion of the dedicated street and alley rights-of-way described on **Exhibit A**, subject to the City of Inver Grove Heights, for itself, its assigns, successors and its permittees, reserving and retaining a permanent drainage and utility easement over, under, through and upon the portions of the vacated street and alley rights-of-way described on the attached **Exhibits B and C**.
3. The public hearing on said petition was preceded by two (2) weeks' published and posted Notice in accordance with Minnesota Statutes, Section 412.851. Notice of the public hearing was mailed to each property owner affected by the

Notice of Completion
Page 2

proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes, Section 412.851.

4. A public hearing was held on said petition on February 21, 2012, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all interested persons were afforded an opportunity to present their views and objections to the granting of said petition.
5. On the 26th day of March, 2012, the City Council of Inver Grove Heights pursuant to Minnesota Statutes, Section 412.851 did duly adopt Resolution No. 12-_____ and did thereby vacate the street and alley rights-of-way situated in the plat of Inver Grove Factory Addition and the plat of Laura Riebe Addition, City of Inver Grove Heights, County of Dakota, State of Minnesota, described on **Exhibit A**.
6. That the vacation of the streets and alley rights-of-way described on **Exhibit A** was completed by the adoption of the aforesaid resolution.
7. The vacation is subject to the City of Inver Grove Heights, for itself, its assigns, successors and its permittees reserving and retaining a permanent drainage and utility easement over, under, through and upon the portions of the vacated street and alley rights-of-way described on the attached **Exhibits B and C**.
8. The City of Inver Grove Heights, for itself, its assigns, successors and its permittees hereby reserves and retains a permanent drainage and utility easement over, under, through and upon the portions of the vacated street and alley rights-of-way described on the attached **Exhibits B and C**.
9. Upon information and belief, the undersigned states that the vacation of the afore-described streets and alley does affect the properties in the City of Inver Grove Heights, Dakota County, Minnesota described on **Exhibits D and E**.

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

EXHIBIT A
PORTIONS OF STREET AND ALLEY BEING VACATED

That part of Chester Street, originally dedicated as Chester St. in Laura Riebe Addition to Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County.

Together with:

That part of Chester Avenue, originally dedicated as Chester Ave. in Inver Grove Factory Addition, Dakota County, Minnesota, according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said Inver Grove Factory Addition, Dakota County, Minnesota.

AND

That part of the alley as dedicated in Laura Riebe Addition to Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies southerly of the northeasterly extension of the northwesterly line of Lot 9, Block 2, said Laura Riebe Addition to Inver Grove.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT DRAINAGE AND UTILITY
EASEMENT BEING RESERVED BY THE CITY OVER, UNDER, THROUGH AND
UPON A PORTION OF PROPERTY OWNED BY SALAS TRUCKING INC.

A Permanent Drainage and Utility Easement over, under, through and upon the following described property owned by Salas Trucking Inc.:

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Together with:

That part of Chester Avenue, originally dedicated as Chester Ave., in "Inver Grove Factory Addition, Dakota County, Minnesota", according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said "Inver Grove Factory Addition, Dakota County, Minnesota".

Together with:

Lot 11, Block 2, said Laura Riebe Addition To Inver Grove.

Together with:

That part of the alley as dedicated in said Laura Riebe Addition To Inver Grove, which lies southerly of the northeasterly extension of the northwesterly line of Lot 9, Block 2, said Laura Riebe Addition To Inver Grove.

Described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of

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the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the parcel to be described; thence northwesterly, along said easterly right-of-way line, a distance of 26.15 feet; thence South 89 degrees 51 minutes 22 seconds East a distance of 129.86 feet; thence North 61 degrees 32 minutes 48 seconds East to the intersection with a line drawn 10.00 feet southwesterly of and parallel with the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence northwesterly, along said parallel line, to the intersection with the northeasterly extension of the northwesterly line of said Lot 9; thence northeasterly, along said northeasterly extension, to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence southeasterly, along said westerly right-of-way line, to the intersection with a line that bears South 89 degrees 51 minutes 22 seconds East from the point of beginning; thence North 89 degrees 51 minutes 22 seconds West to the point of beginning and there terminating.

EXHIBIT C
LEGAL DESCRIPTION OF PERMANENT DRAINAGE AND UTILITY
EASEMENT BEING RESERVED BY THE CITY OVER, UNDER, THROUGH AND
UPON A PORTION OF PROPERTY OWNED BY STEVEN PATRICK BARRY

A Permanent Drainage and Utility Easement over, under, through and upon the following described property owned by Steven Patrick Barry:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition To Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County.

Together with:

That part of Chester Avenue, originally dedicated as Chester Ave., in "Inver Grove Factory Addition, Dakota County, Minnesota", according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said "Inver Grove Factory Addition, Dakota County, Minnesota".

Together with:

Lot 1, Block 21, "Inver Grove Factory Addition, Dakota County, Minnesota".

Described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South

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16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the parcel to be described; thence southerly along said right-of-way line a distance of 7.32 feet; thence South 89 degrees 51 minutes 22 seconds East 62.31 feet; thence North 00 degrees 08 minutes 38 seconds East a distance of 5.00 feet; thence South 89 degrees 51 minutes 22 seconds East a distance of 55.45 feet; thence South 00 degrees 08 minutes 38 seconds West a distance of 5.00 feet; thence South 89 degrees 51 minutes 22 seconds East to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence northwesterly along said right-of-way line to the intersection with a line that bears South 89 degrees 51 minutes 22 seconds East from the point of beginning; thence North 89 degrees 51 minutes 22 seconds West to the point of beginning and there terminating.

EXHIBIT D
PROPERTY AFFECTED BY VACATION
(SALAS TRUCKING INC.)

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition To Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County, and that part of Chester Avenue, originally dedicated as Chester Ave., in "Inver Grove Factory Addition, Dakota County, Minnesota", according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said "Inver Grove Factory Addition, Dakota County, Minnesota".

Which lie northerly of a line described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the line to be described; thence South 89 degrees 51 minutes 22 seconds East to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way and said line there terminating.

Together with:

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Lots 9, 10 and 11, Block 2, Laura Riebe Addition to Inver Grove,
according to the recorded plat thereof and situate in Dakota
County, Minnesota.

Together with:

That part of the alley as dedicated in said Laura Riebe Addition to
Inver Grove, which lies southerly of the northeasterly extension of
the northwesterly line of Lot 9, Block 2, said Laura Riebe Addition
To Inver Grove.

EXHIBIT E
PROPERTY AFFECTED BY VACATION
(STEVEN PATRICK BARRY)

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition To Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County, and that part of Chester Avenue, originally dedicated as Chester Ave., in "Inver Grove Factory Addition, Dakota County, Minnesota", according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said "Inver Grove Factory Addition, Dakota County, Minnesota".

Which lie southerly of a line, and its easterly extension, described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the line to be described; thence South 89 degrees 51 minutes 22 seconds East to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way and said line there terminating.

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Together with:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), in Block Twenty One (21), Inver Grove Factory Addition, Dakota County, Minnesota.

(Torrens Property, Certificate of Title No. 126725)

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement), made, granted and conveyed this 26th day of March, 2012, between **Salas Trucking Inc.** a Minnesota corporation (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 the “City”).

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by 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:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter “**Permanent Easement**”) under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, 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 Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent 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 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 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 Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's 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 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 A and the Permanent Easement Area described on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of March, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa 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

**LANDOWNER
SALAS TRUCKING INC.**

By: _____
Juan Salas
Its: President and Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of March, 2012, before me a Notary Public within and for said County, personally appeared Juan Salas, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Salas Trucking Inc. a Minnesota corporation, and that said instrument was signed on behalf of Salas Trucking Inc. by Juan Salas and Juan Salas acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition To Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County, and that part of Chester Avenue, originally dedicated as Chester Ave., in "Inver Grove Factory Addition, Dakota County, Minnesota", according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said "Inver Grove Factory Addition, Dakota County, Minnesota".

Which lie northerly of a line described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the line to be described; thence South 89 degrees 51 minutes 22 seconds East to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way and said line there terminating.

Together with:

Lots 9, 10 and 11, Block 2, Laura Riebe Addition to Inver Grove, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Together with:

That part of the alley as dedicated in said Laura Riebe Addition to Inver Grove, which lies southerly of the northeasterly extension of the northwesterly line of Lot 9, Block 2, said Laura Riebe Addition To Inver Grove.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon the following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition to Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County.

Together with:

That part of Chester Avenue, originally dedicated as Chester Ave., in Inver Grove Factory Addition, Dakota County, Minnesota, according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said Inver Grove Factory Addition, Dakota County, Minnesota.

Together with:

Lot 11, Block 2, said Laura Riebe Addition to Inver Grove.

Together with:

That part of the alley as dedicated in said Laura Riebe Addition to Inver Grove, which lies southerly of the northeasterly extension of the northwesterly line of Lot 9, Block 2, said Laura Riebe Addition to Inver Grove.

Described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord

Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the parcel to be described; thence northwesterly, along said easterly right-of-way line, a distance of 26.15 feet; thence South 89 degrees 51 minutes 22 seconds East a distance of 129.86 feet; thence North 61 degrees 32 minutes 48 seconds East to the intersection with a line drawn 10.00 feet southwesterly of and parallel with the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence northwesterly, along said parallel line, to the intersection with the northeasterly extension of the northwesterly line of said Lot 9; thence northeasterly, along said northeasterly extension, to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence southeasterly, along said westerly right-of-way line, to the intersection with a line that bears South 89 degrees 51 minutes 22 seconds East from the point of beginning; thence North 89 degrees 51 minutes 22 seconds West to the point of beginning and there terminating.

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement), made, granted and conveyed this 26th day of March, 2012, between **Steven Patrick Barry and Irene E. Barry**, husband and wife (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 the “City”).

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by 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:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter “**Permanent Easement**”) under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, 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 Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent 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 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 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 Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's 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, their 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 themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that they have good right to grant and convey the Permanent Easement herein to the

City.

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of March, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed 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

LANDOWNER

Steven Patrick Barry

Irene E. Barry

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of March, 2012, before me a Notary Public within and for said County, personally appeared Steven Patrick Barry and Irene E. Barry, a husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition To Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County, and that part of Chester Avenue, originally dedicated as Chester Ave., in "Inver Grove Factory Addition, Dakota County, Minnesota", according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said "Inver Grove Factory Addition, Dakota County, Minnesota".

Which lie southerly of a line, and its easterly extension, described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the line to be described; thence South 89 degrees 51 minutes 22 seconds East to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way and said line there terminating.

Together with:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), in Block Twenty One (21), Inver Grove Factory Addition, Dakota County, Minnesota.

(Torrens Property, Certificate of Title No. 126725)

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon the following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition to Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County.

Together with:

That part of Chester Avenue, originally dedicated as Chester Ave., in Inver Grove Factory Addition, Dakota County, Minnesota, according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said Inver Grove Factory Addition, Dakota County, Minnesota.

Together with:

Lot 1, Block 21, Inver Grove Factory Addition, Dakota County, Minnesota.

Described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the parcel to be described; thence southerly along said right-of-way line a distance of 7.32 feet; thence South 89 degrees 51 minutes 22 seconds East 62.31 feet; thence North 00 degrees 08 minutes 38 seconds East a distance of 5.00 feet; thence South 89 degrees 51 minutes 22 seconds East a distance of 55.45 feet; thence South 00 degrees 08 minutes 38 seconds West a distance of 5.00 feet; thence South 89 degrees 51 minutes 22 seconds East to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence northwesterly along said right-of-way line to the intersection with a line that bears South 89 degrees 51 minutes 22 seconds East from the point of beginning; thence North 89 degrees 51 minutes 22 seconds West to the point of beginning and there terminating.

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT IN THE
PLAT OF LAURA RIEBE ADDITION AND THE PLAT OF INVER GROVE FACTORY
ADDITION, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement), made this 26th day of March, 2012, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Steven Patrick Barry and Irene E. Barry, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.4 City Easement. “City Easement” means the following easements located on the Subject Land:

The drainage and utility easements described on the attached **Exhibit B**.

1.5 Landowner. “Landowner” means Steven Patrick Barry and Irene E. Barry, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

1.6 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY:

City of City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Steven Patrick Barry and Irene E. Barry
6202 Concord Boulevard E.
Inver Grove Heights, MN 55076-1847

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.7 Landowner Improvements. “Landowner Improvements” means and includes the following improvements constructed on the Subject Land within the City Easement:

- Billboard, as currently located as of the date of this Agreement
- Private Sanitary Sewer Service Line to Subject Land, as currently located as of the date of this Agreement

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.10 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.11 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to retain the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to remain within the within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Maintenance of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at its own cost, is hereby authorized by the City to retain the Landowner Improvements within the City Easement. The Landowner Improvements shall remain at the current location as of the date of this Agreement.

The Landowner shall not place any other structures, irrigation systems, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements. The Landowner, at its expense, shall maintain and repair the Landowner Improvements.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of retaining the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the

City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at its own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Maintenance of the Landowners Improvements;

- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.13 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.17 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

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

3.19 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of March, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER

Steven Patrick Barry

Irene E. Barry

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of March, 2012, before me a Notary Public within and for said County, personally appeared Steven Patrick Barry and Irene E. Barry, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

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 SUBJECT LAND

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition To Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County, and that part of Chester Avenue, originally dedicated as Chester Ave., in "Inver Grove Factory Addition, Dakota County, Minnesota", according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said "Inver Grove Factory Addition, Dakota County, Minnesota".

Which lie southerly of a line, and its easterly extension, described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the line to be described; thence South 89 degrees 51 minutes 22 seconds East to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way and said line there terminating.

Together with:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), in Block Twenty One (21), Inver Grove Factory Addition, Dakota County, Minnesota.

(Torrens Property, Certificate of Title No. 126725)

EXHIBIT B
LEGAL DESCRIPTION OF DRAINAGE AND UTILITY EASEMENT AREA

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon the following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

That part of Chester Street, originally dedicated as Chester St., in Laura Riebe Addition to Inver Grove, according to the recorded plat thereof, Dakota County, Minnesota, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County.

Together with:

That part of Chester Avenue, originally dedicated as Chester Ave., in Inver Grove Factory Addition, Dakota County, Minnesota, according to the recorded plat thereof, said Dakota County, which lies easterly of the easterly right-of-way line of Concord Boulevard, as mapped on Dakota County Right Of Way Map No. 295, said Dakota County and which lies westerly of the westerly right-of-way line of the Minnesota and Northwestern Rail Road Company right-of-way as excepted on said Inver Grove Factory Addition, Dakota County, Minnesota.

Together with:

Lot 1, Block 21, Inver Grove Factory Addition, Dakota County, Minnesota.

Described as commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, said Dakota County; thence easterly on an assumed bearing of North 89 degrees 54 minutes 54 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 661.02 feet; thence southeasterly a distance of 296.93 feet along a non-tangential curve, concave to the southwest, having a radius of 11458.21 feet, a central angle of 1 degree 29 minutes 05 seconds and a chord that bears South 17 degrees 38 minutes 16 seconds East; thence South 16 degrees 53 minutes 43 seconds East, tangent to said curve, a distance of 316.42 feet; thence South 89 degrees 51 minutes 22 seconds East to the easterly right-of-way line of Concord Boulevard, as mapped on said Dakota County Right Of Way Map No. 295 and the point of beginning of the parcel to be described; thence southerly along said right-of-way line a distance of 7.32 feet; thence South 89 degrees 51 minutes 22 seconds East 62.31 feet; thence North 00 degrees 08 minutes 38 seconds East a distance of 5.00 feet; thence South 89 degrees 51 minutes 22 seconds East a distance of 55.45 feet; thence South 00 degrees 08 minutes 38 seconds West a distance of 5.00 feet; thence South 89 degrees 51 minutes 22 seconds East to the westerly right-of-way line of said Minnesota and Northwestern Rail Road Company right-of-way; thence northwesterly along said right-of-way line to the intersection with a line that bears South 89 degrees 51 minutes 22 seconds East from the point of beginning; thence North 89 degrees 51 minutes 22 seconds West to the point of beginning and there terminating.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: February 21, 2012
SUBJECT: SALAS TRUCKING – CASE NO. 12-02VAC

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a vacation of unimproved right-of-way (Chester Avenue) and the alley right-of-way east of Lots 9-11, Block 2, Laura Riebe Addition, generally located in the vicinity of 6080 – 6202 Concord Boulevard. 1 notice was mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is requesting to vacate the unimproved right-of-way south of 6080 Concord Boulevard as well as a segment of alley right-of-way east of 6080 Concord Boulevard. He advised there is an overlap in the legal descriptions from this property and the property to the south. The vacation request would resolve that discrepancy and the landowners have agreed upon a new property line. Although there are no road improvements in the right-of-way there is an existing storm sewer. Engineering staff supports the vacation provided drainage and utility easements are granted to the City as well as an encroachment agreement. The applicant has submitted a survey which addresses all the City Engineer's comments and leaves no outstanding issues. The Planning and Engineering staff recommend approval of the request with the three conditions listed in the report.

Chair Bartholomew asked if the applicant had received a copy of the memo from Tom Kaldunski, City Engineer.

Mr. Hunting replied in the affirmative.

Commissioner Hark asked for clarification of the alley right-of-way segments.

Mr. Hunting replied this appears to be the only alley right-of-way behind these particular lots on this block; the right-of-way is not needed for future or present public access. Engineering staff would like to retain a 10 foot easement for any future stormwater needs.

Chair Bartholomew asked how the easement would limit the property owner's use of the property.

Mr. Hunting replied that structures would be prohibited in the easement.

Opening of Public Hearing

Bob Travers, 971 Sibley Memorial Highway, Lilydale, advised he was here on behalf of Juan Salas, the applicant, and the adjoining neighbor, Mr. Barry. He stated the two adjoining parcels emanate from two different plats which have extremely ambiguous legal descriptions. As a result, the two parcels overlap rather significantly. Approval of this vacation will eliminate title

concerns and establish accurate lot lines. Mr. Travers advised that Mr. Barry is asking for assurance that the vacation would not interfere with the current and future use of his existing building.

Chair Bartholomew asked how the situation would be handled should the building encroach into the easement.

Mr. Hunting replied that if the building was determined to be conforming but the new property line would bring it closer than the required setback, it would become non-conforming. This would restrict any future expansion without City approval. Another option would be to request a variance at the same time which would make the building conforming to the new property line. He advised that Mr. Barry's property is in a different plat than Mr. Salas's, however, and he would have to review the plat to establish whether the building was currently conforming or non-conforming.

Chair Bartholomew asked if the applicant would like to table the request to give staff time to review the issue, or if they would prefer to move it forward with the assurance that there would be a resolution.

Mr. Travers asked to rephrase the concern, stating Mr. Barry would like to know if his building could be sold or rebuilt to the existing footprint should it suffer destruction.

Mr. Hunting advised that a non-conforming building can be reconstructed with just a building permit within a certain timeframe.

Commissioner Simon asked if the building could be expanded should it burn down.

Mr. Hunting advised that a non-conforming structure could be expanded up to 30% by conditional use permit but would have to be rebuilt in the same general area as the existing footprint.

Mr. Travers stated that based on that information, Mr. Salas would like to move forward with the application as it appears that Mr. Barry is in agreement as well.

Chair Bartholomew asked Mr. Travers if he read the memo from the City Engineer and if he was in agreement with the conditions listed in the report.

Mr. Travers replied in the affirmative.

Planning Commission Discussion

Chair Bartholomew stated he supported the request.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Scales, to approve the request for a vacation of unimproved right-of-way (Chester Avenue) and the alley right-of-way east of Lots 9-11, Block 2, Laura Riebe Addition, generally located in the vicinity of 6080 – 6202 Concord Boulevard with the three conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on March 12, 2012.

exception for the existing building to the south. Additionally, a drainage and utility easement shall be provided in the southwest corner for the overhead power lines and a 10-foot drainage and utility easement along the alley right-of-way due to the ponding that occurs on the property.

The Planning, Parks, and Fire Department take no exception to the proposed vacation of right-of-ways. The applicant has been working with the Engineering Department and submitted a survey demonstrating the requested easements. Engineering has reviewed this survey and finds it to be acceptable.

ALTERNATIVES

The Planning Commission has the following alternatives for the requested action:

A. **Approval:** If the Planning Commission finds the Vacation and the Dedication of the drainage and utility easements, as shown on the attached exhibits, to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

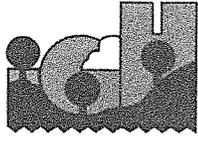
1. The vacation of right-of-way shall be consistent with the survey dated November 21, 2011 and the Easement Exhibit dated February 7, 2012 on file with the Planning Department except as may be modified by the conditions below.
2. The applicant shall meet the conditions outlined in the City Engineers review letter dated February 1, 2012 and subsequent correspondence.
3. An easement and encroachment agreement shall be prepared by the City Attorney and executed by both the City and the property owners prior to the vacation of the right-of-way.

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

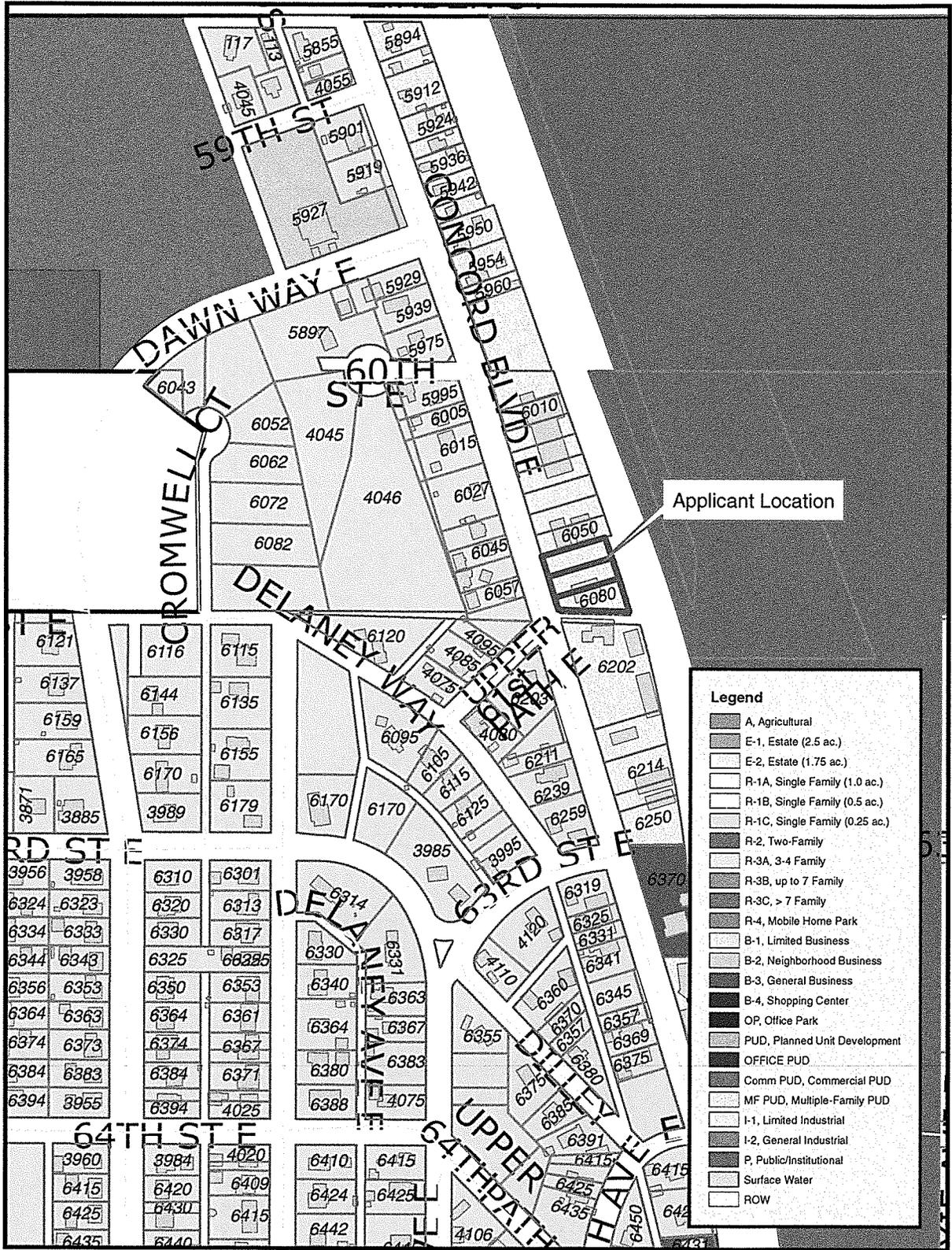
RECOMMENDATION

Based on the information in the preceding report, staff is recommending approval of the vacation of right-of-ways provided there are dedication of easements and agreements as listed in Alternative A.

Attachments: Zoning and Location Map
 Area to be Vacated
 Right-of-way to be Vacated
 Easements to be Dedicated



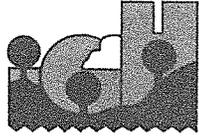
Salas Trucking Case No. 12-02VAC



Applicant Location



Exhibit A
Zoning and Location Map



Salas Trucking Case No. 12-02VAC



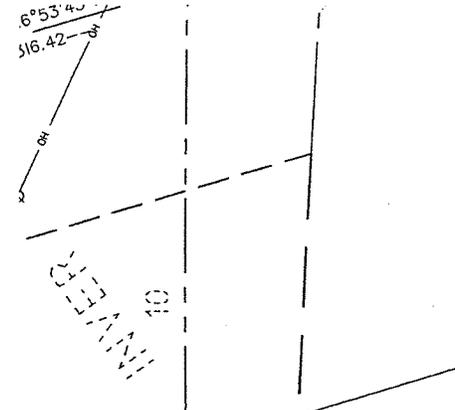
Road right-of-way
to be vacated

Alley to be vacated

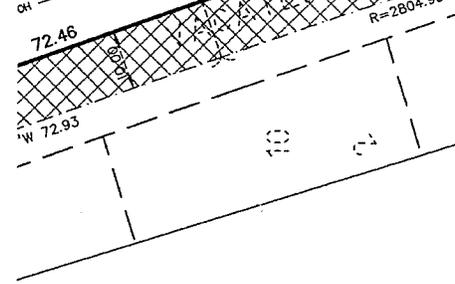


Exhibit B
Area to be vacated

6°53'43"
516.42'

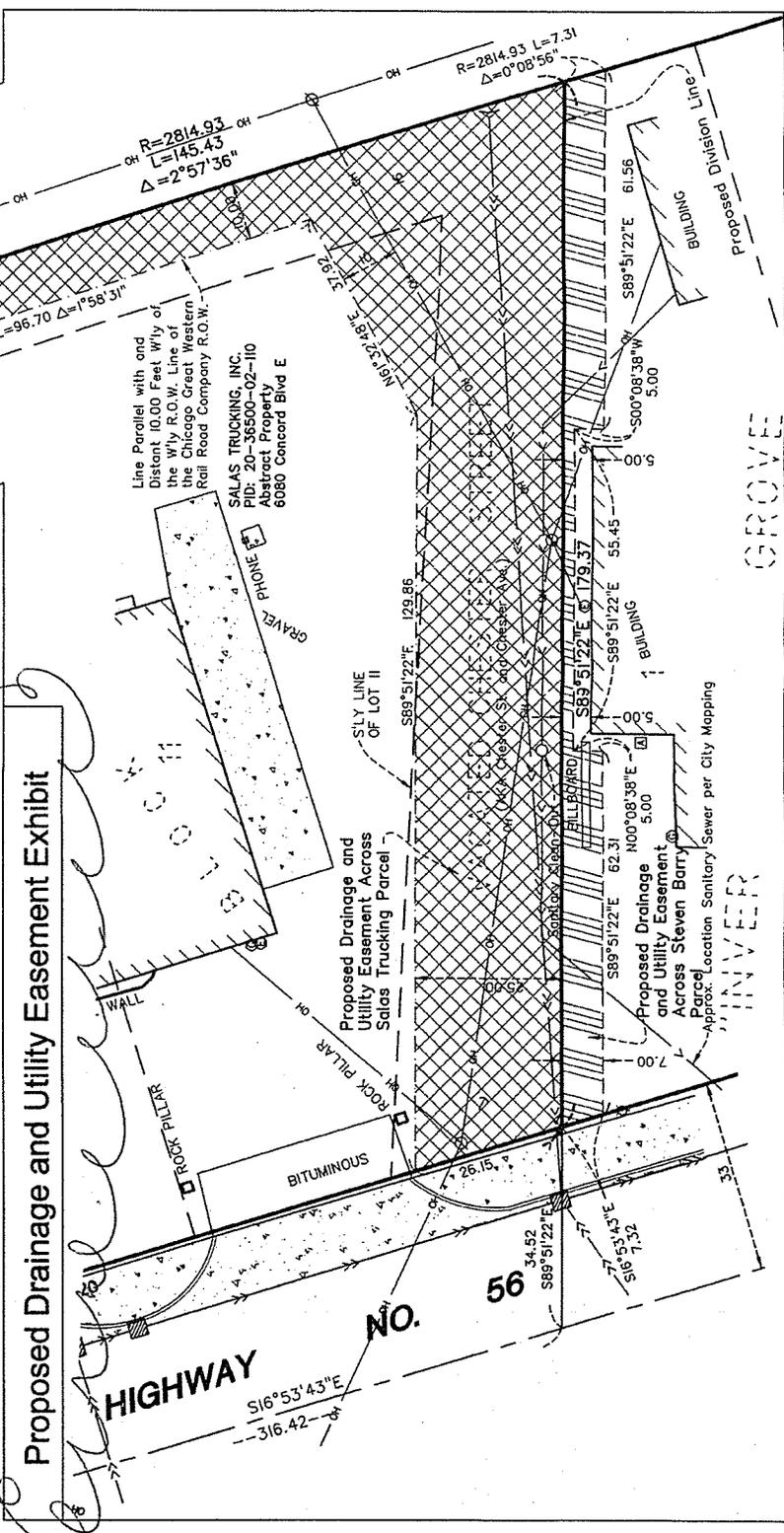


W'y R.O.W. Line of the Chicago Great Western Railroad
(FKA Minnesota and Northwestern Rail Road Company)
Based on the Survey Prepared for Chicago Pacific
Corporation by Suburban Engineering, Inc. Dated 4/19/80.



- ☒ GATE VALVE
- ☐ TELEPHONE PEDESTAL
- POWER POLE
- ⊕ LIGHT POLE
- SIGN
- ← GUY WIRE
- ⊞ A/C UNIT
- ⊙ ELECTRIC METER
- ⊙ GAS METER
- WATER SERVICE
- UNDERGROUND ELECTRIC
- UNDERGROUND GAS
- UNDERGROUND TELEPHONE
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- CONCRETE CURB
- CONCRETE
- ++++ RAILROAD TRACKS

Proposed Drainage and Utility Easement Exhibit



Line Parallel with and
Distant 10.00 Feet W'y of
the W'y R.O.W. Line of
the Chicago Great Western
Rail Road Company R.O.W.

SALAS TRUCKING, INC.
PID: 20-38500-02-110
Abstract Property
6080 Concord Blvd E

Proposed Drainage and
Utility Easement Across
Salas Trucking Parcel

Proposed Drainage
and Utility Easement
Across Steven Barry
Parcel

GROVER

INVERTED

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DAVID WHEATON (Macalester College) – Case No. 11-34VAC

Meeting Date: March 26, 2012
 Item Type: Regular 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

Consider a Resolution relating to Vacation of certain 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 item at their February 13 Council Meeting, but tabled the item in order for the College and staff to work out language for the four agreements associated with the vacation.

Macalester College is in negotiations with Dakota County to protect a large portion of the College's Katharine Ordway Natural History Study Area with a permanent conservation easement. On this portion of the proposed easement lies an old plat from the 1880's that was recorded but never improved. As part of the easement purchase, Dakota County would like the public rights-of-way within the plat to be vacated. The existing rights-of-way are not improved and removing the right-of-way would further permanently protect the property as open, natural land free from development.

ANALYSIS

Staff has met with Macalester College and Dakota County to discuss language for the easement documents. Four documents are necessary to address the easements needed for the future alignment and access to the property. The documents are set up to acquire drainage easements and provide access to the area for a possible future storm drainage system.

Macalester and Dakota County have expressed interest in obtaining an approximate one acre parcel owned by the city along the river that is surrounded on all sides by land owned by Macalester. The city acquired the parcel from the state through tax forfeiture in 1966. The parcel came with a deed restriction with exclusive use for park or recreation. There is no public access to the city owned parcel and the parcel does not appear on any future land use plans for park purposes. Under state law, if the city is not going to use the parcel for park or recreation, the city cannot directly transfer ownership to any other party until after January 1, 2015. The City Administrator has previously informed the council of this request. Staff would support transfer of ownership to Macalester College as they plan on including in their natural history study area. This item would come back to the Council for formal action in 2015. The Planning Commission found the disposal of the city owned property to be consistent with the Comprehensive Plan at their meeting of March 20, 2012.

RECOMMENDATION

Planning Staff. Planning and Engineering recommends approval of the right of way vacation with the attached conditions listed in the resolution titled *Staff Recommendation*.

Environmental Commission. The Environmental Commission reviewed the request on February 23rd as requested by the Council. Staff provided an update to the Commission on the ongoing discussions with the college and county regarding the easement documents. Since the documents were not drafted yet, the Environmental Commission wanted to review the item again at their next meeting; however, their next meeting was scheduled after the item was to go back to Council. Therefore, the Commission recommended the vacation be approved with no conditions since all the details had not been worked out yet.

Attachments: Resolution approving the right-of-way vacation
Drainage Easement Agreement #1
Drainage Easement Agreement #2
Access Easement Agreement
Restrictive Use Agreement
February 13 memo to Council
Planning Report
Environmental Commission Minutes

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VACATION OF CERTAIN RIGHTS-OF-WAY
WITHIN THE PLAT OF DORR'S THIRD INVER GROVE ADDITION**

CASE NO. 11-34VAC

WHEREAS, a petition has been duly presented to the City of Inver Grove Heights, signed by the owner of the property of the following described rights-of-way situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

All those portions of the platted public rights-of-way within the plat of Dorr's Third Inver Grove Addition, Dakota County, Minnesota as depicted on the map identified as Exhibit A.

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on February 9, 2012, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said rights-of-way would be in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described rights-of-way are hereby vacated pursuant to M.S.A. 412.851 and subject to the following conditions:

1. The applicant shall grant a 30 foot wide drainage easement over those portions of the college property, labeled parts A and B, as shown on the map prepared by the City Engineer dated 2/2/12. The easement agreement shall be approved by Council prior to recording the vacation.
2. The City and Macalester College shall enter into an agreement outlining terms under which the City and Macalester College would work cooperatively in the future to secure the final alignment of the storm sewer system. The document shall be approved by Council prior to recording the vacation.
3. The City and Macalester College shall enter into an agreement to grant access to the easement area for future construction of the storm system. The document shall be approved by Council prior to recording the vacation.
4. The City and Macalester College shall enter into an agreement to grant a drainage easement over the southerly most segment of right-of-way 33 feet in width over the entire east-west length. The document shall be approved by Council prior to recording the vacation.

Adopted by the City Council of Inver Grove Heights this ____ day of _____, 2012.

Ayes:

Nays:

George Tourville, Mayor

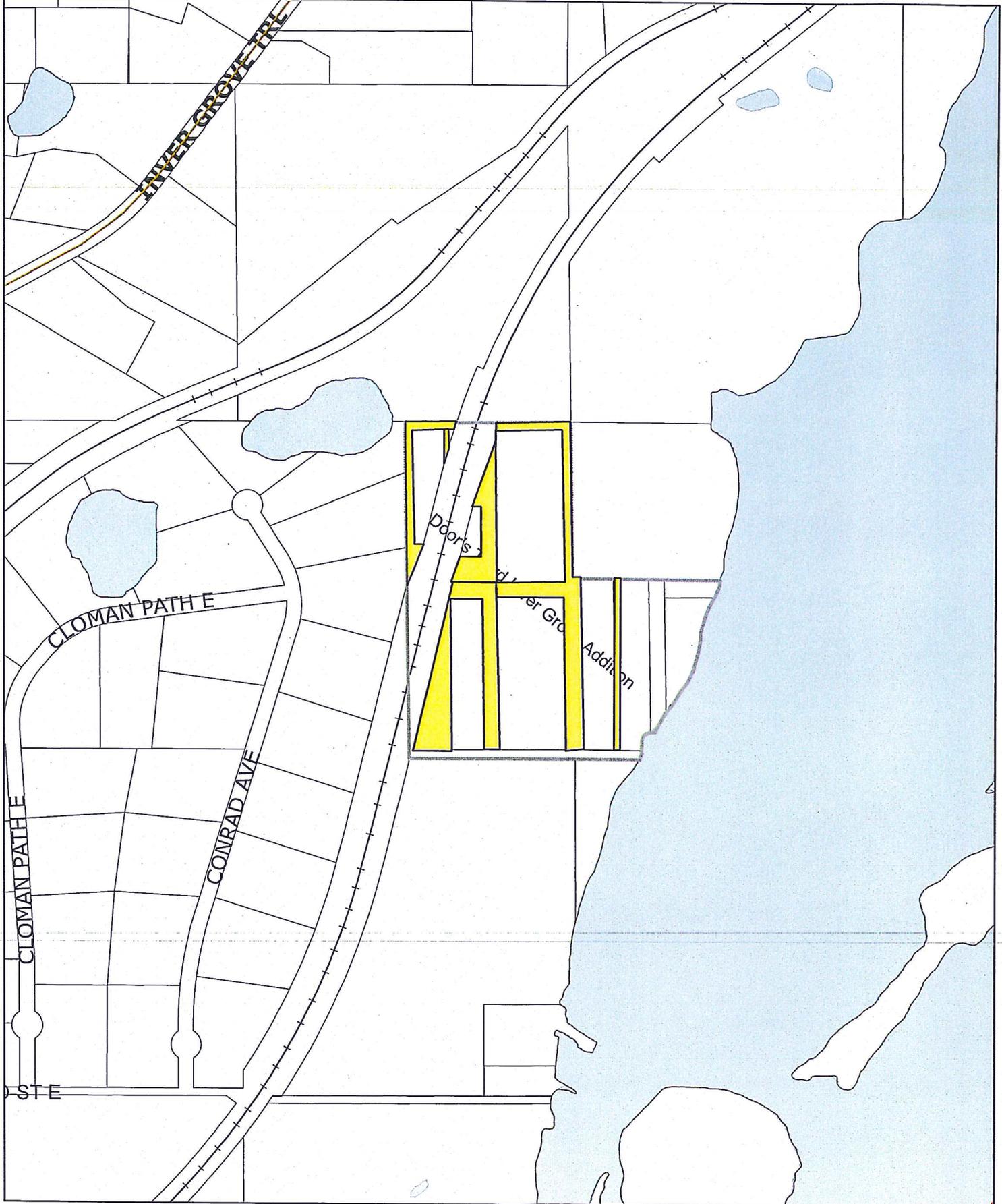
ATTEST:

Melissa Rheaume, Deputy Clerk



Right-of-Way Vacation Map

Exhibit A



DRAINAGE EASEMENT AGREEMENT (#1)

THIS DRAINAGE EASEMENT AGREEMENT (“Agreement”), made, granted and conveyed effective this ____ day of March, 2012, between **Macalester College**, a Minnesota non-profit corporation (hereinafter referred to as the “Landowner”) and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

WHEREAS, Landowner and the City wish to enter into an agreement which will grant to City a non-exclusive easement for underground storm water and drainage purposes over a portion of the Property (the “Easement”).

NOW, THEREFORE, 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, the undersigned agree to the creation of the Easement as herein set forth:

1. **Easement Area:**

The Easement Area means and is defined as follows:

The parcels of real property legally described on the attached **Exhibit B**, and generally depicted on **Exhibit B-1**.

2. **Grant of Easement:**

Landowner hereby conveys and grants to the City and its successors and permitted assigns a non-exclusive Easement for underground storm water and drainage purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon the Easement Area. The City hereby accepts such Easement and the duties and restrictions contained herein.

3. **Purpose of Easement:**

The purpose of this Easement is for the construction, maintenance, repair, replacement and restoration of future underground storm water facilities, storm water pipes, culverts, conduits, mains, and all underground facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Easement Area. The City will keep Landowner informed of any proposed property developments and of other storm water facilities or other public improvements being considered by the City which would impact the City's need to use the storm water facilities contemplated herein, and the City will use its best efforts to manage the storm water in the watershed district through other storm water facilities so that the storm water facilities contemplated herein will not be required. The phrase "best efforts" as used herein does not require the use of eminent domain proceedings or the payment of compensation in excess of fair market value. The phrase "best efforts" as used herein does not require the use of impractical or uneconomical methodologies to manage the storm water in the watershed district.

4. **Easement Rights and Obligations:**

The City's rights to the Easement include, but are not limited to, the right of ingress and egress over the Easement Area for the purposes of construction, maintenance, repair, replacement, and restoration of any underground storm water facilities, storm water pipes, culverts, conduits, mains, and all underground facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Easement Area.

The rights of the City also include the right of the City, its contractors, agents and servants to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth, stumps, and other obstructions interfering with the location, construction and maintenance of the underground storm water pipes, conduits, or mains.

The City agrees that all storm water facilities, storm water pipes, mains and all other facilities related thereto, except for manholes and a section of the outlet pipe where it intersects River Lake, shall be installed underground, with no visible signs of the presence of the underground facilities. The City agrees that it will not install any signage on the Easement Area.

5. **Restoration of Easement Area:**

The City, at its sole cost and expense, shall restore the Easement Area after construction (and after each repair, as needed) to substantially the same condition that existed prior to commencement of construction. All restoration work shall be completed as soon as practical following completion of the construction or repair, but in all cases within the same construction period in which construction or repair commenced. The City shall consult with Landowner regarding any planned restoration work and work with Landowner to achieve a quality of restoration

consistent with the surrounding property and the use thereof. If the Landowner recommends a particular seed and/or planting mixture for use in an area requiring restoration, the City shall use that seed and/or planting mixture. The City shall deposit any excess dirt excavated during construction within the Easement Area and the City shall grade the dirt to conform to the topography of the surrounding area. The City shall haul away from the Easement Area and Property all trees, brush, herbage, aggregate, undergrowth, stumps and other obstructions and debris generated as a result of this construction work. The City shall return to the Easement Area prior to June 15 of each of the three (3) years following completion of any restoration work to correct any failed restoration work or washouts.

6. **Hazardous Substances:**

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

7. **No Waivers:**

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.

8. **Landowner Representation:**

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 Property described on Exhibit A and the Easement Area described on Exhibit B and that it has good right to grant and convey the Easement herein to the City.

9. **Notice:**

At least thirty (30) days prior to the City commencing initial construction, or at least fourteen (14) days prior to the City commencing any repairs on the Easement Area, the City shall notify the Landowner of the upcoming City's use of the Easement Area by delivering, faxing or e-mailing notice to Landowner's Vice President for Administration and Finance; provided, however, no such notice need be given if an emergency exists. An emergency is a situation where damage to property or injury to person has occurred or there is an imminent threat of damage to property or injury to person.

10. **Erosion Control:**

In restoration and use of the Easement Area, the City shall follow a plan for erosion control in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas.

11. **Duration of Easement:**

The Easement created hereby runs with Property. The City agrees to terminate the Easement upon the occurrence of any of the following:

- a) the installation of alternate storm water drainage facilities which do not require utilization of the Easement herein granted;
- b) a final determination by the Minnesota DNR or other governmental entity with authority over the direct drainage of storm water into the Mississippi River that the underground storm water drainage facilities contemplated herein cannot be installed on the Easement Area.

12. **Binding Effect:**

The terms and conditions of this Agreement shall be binding upon the parties, their successors and permitted assigns.

13. **Indemnification of Landowner:**

The City hereby agrees to indemnify, defend and hold Landowner and its trustees, employees, students, agents and invitees harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Landowner or its trustees, employees, students, agents and invitees incur or suffer, which arise out of, result from or relate to use of the Easement Area by the City and its successors, permitted assigns and contractors, except to the extent the claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies arise out of, result from or relate to Landowner's negligence.

14. **Prohibition Against Assignment:**

The City may not assign this Agreement without the written consent of the Landowner.

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A non-exclusive easement for underground storm water and drainage purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon the following described property located in the City of Inver Grove Heights, Dakota County, Minnesota:

DRAINAGE EASEMENT AGREEMENT (#2)

THIS DRAINAGE EASEMENT AGREEMENT (“Agreement”), made, granted and conveyed effective this ____ day of March, 2012, between **Macalester College**, a Minnesota non-profit corporation (hereinafter referred to as the “Landowner”) and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

WHEREAS, Landowner and the City wish to enter into an agreement which will grant to City a non-exclusive easement for underground storm water and drainage purposes over a portion of the Property (the “Easement”).

NOW, THEREFORE, 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, the undersigned agree to the creation of the Easement as herein set forth:

1. **Easement Area:**

The Easement Area means and is defined as follows:

The parcel of real property legally described on the attached Exhibit B, and generally depicted on Exhibit B-1.

2. **Grant of Easement:**

Landowner hereby conveys and grants to the City and its successors and permitted assigns a non-exclusive Easement for underground storm water and drainage purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon the Easement Area. The City hereby accepts such Easement and the duties and restrictions contained herein.

3. **Purpose of Easement:**

The purpose of this Easement is for the construction, maintenance, repair, replacement and restoration of future underground storm water facilities, storm water pipes, culverts, conduits, mains, and all underground facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Easement Area. The City will keep Landowner informed of any proposed property developments and of other storm water facilities or other public improvements being considered by the City which would impact the City's need to use the storm water facilities contemplated herein, and the City will use its best efforts to manage the storm water in the watershed district through other storm water facilities so that the storm water facilities contemplated herein will not be required. The phrase "best efforts" as used herein does not require the use of eminent domain proceedings or the payment of compensation in excess of fair market value. The phrase "best efforts" as used herein does not require the use of impractical or uneconomical methodologies to manage the storm water in the watershed district.

4. **Easement Rights and Obligations:**

The City's rights to the Easement include, but are not limited to, the right of ingress and egress over the Easement Area for the purposes of construction, maintenance, repair, replacement, and restoration of any underground storm water facilities, storm water pipes, culverts, conduits, mains, and all underground facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Easement Area.

The rights of the City also include the right of the City, its contractors, agents and servants to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth, stumps, and other obstructions interfering with the location, construction and maintenance of the underground storm water pipes, conduits, or mains.

The City agrees that all storm water facilities, storm water pipes, mains and all other facilities related thereto, except for manholes and a section of the outlet pipe where it intersects River Lake, shall be installed underground, with no visible signs of the presence of the underground facilities. The City agrees that it will not install any signage on the Easement Area.

5. **Restoration of Easement Area:**

The City, at its sole cost and expense, shall restore the Easement Area after construction (and after each repair, as needed) to substantially the same condition that existed prior to commencement of construction. All restoration work shall be completed as soon as practical following completion of the construction or repair, but in all cases within the same construction period in which construction or repair commenced. The City shall consult with Landowner regarding any planned restoration work and work with Landowner to achieve a quality of restoration

consistent with the surrounding property and the use thereof. If the Landowner recommends a particular seed and/or planting mixture for use in an area requiring restoration, the City shall use that seed and/or planting mixture. The City shall deposit any excess dirt excavated during construction within the Easement Area and the City shall grade the dirt to conform to the topography of the surrounding area. The City shall haul away from the Easement Area and Property all trees, brush, herbage, aggregate, undergrowth, stumps and other obstructions and debris generated as a result of this construction work. The City shall return to the Easement Area prior to June 15 of each of the three (3) years following completion of any restoration work to correct any failed restoration work or washouts.

6. **Hazardous Substances:**

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

7. **No Waivers:**

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.

8. **Landowner Representation:**

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 Property described on Exhibit A and the Easement Area described on Exhibit B and that it has good right to grant and convey the Easement herein to the City.

9. **Notice:**

At least thirty (30) days prior to the City commencing initial construction, or at least fourteen (14) days prior to the City commencing any repairs on the Easement Area, the City shall notify the Landowner of the upcoming City's use of the Easement Area by delivering, faxing or e-mailing notice to Landowner's Vice President for Administration and Finance; provided, however, no such notice need be given if an emergency exists. An emergency is a situation where damage to property or injury to person has occurred or there is an imminent threat of damage to property or injury to person.

10. **Erosion Control:**

In restoration and use of the Easement Area, the City shall follow a plan for erosion control in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas.

11. **Duration of Easement:**

The Easement created hereby runs with Property. The City agrees to terminate the Easement upon the occurrence of any of the following:

- a) the installation of alternate storm water drainage facilities which do not require utilization of the Easement herein granted;
- b) a final determination by the Minnesota DNR or other governmental entity with authority over the direct drainage of storm water into the Mississippi River that the underground storm water drainage facilities contemplated herein cannot be installed on the Easement Area.

12. **Binding Effect:**

The terms and conditions of this Agreement shall be binding upon the parties, their successors and permitted assigns.

13. **Indemnification of Landowner:**

The City hereby agrees to indemnify, defend and hold Landowner and its trustees, employees, students, agents and invitees harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Landowner or its trustees, employees, students, agents and invitees incur or suffer, which arise out of, result from or relate to use of the Easement Area by the City and its successors, permitted assigns and contractors, except to the extent the claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies arise out of, result from or relate to Landowner's negligence.

14. **Prohibition Against Assignment:**

The City may not assign this Agreement without the written consent of the Landowner.

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A non-exclusive easement for underground storm water and drainage purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon the following described property located in the City of Inver Grove Heights, Dakota County, Minnesota:

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (“Agreement”) is made, executed and effective the _____ day of March, 2012, by and between **Macalester College**, a Minnesota non-profit corporation (hereinafter referred to as “Grantor”) and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

WHEREAS, Grantor owns certain real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described on the attached Exhibit A (the “Property”).

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a non-exclusive easement for access and ingress and egress over a portion of the Property (the “Access Easement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned agree to the creation of the Access Easement as herein set forth:

1. **Easement Area:**

The Easement Area means and is defined as follows:

The real property legally described on the attached Exhibit B, and generally depicted in Exhibit B-1.

2. **Grant of Access Easement:**

Grantor hereby conveys and grants to City and its successors, permitted assigns and contractors a non-exclusive Access Easement for access and ingress and egress on and over the Easement Area according to the terms hereof. The City hereby accepts such Access Easement and the duties and restrictions contained herein.

3. **Purposes and Uses of the Access Easement:**

The purpose of this Access Easement is to permit the City and its successors, permitted assigns, and contractors to use the Easement Area as an access route from Inver Grove Trail to the Union Pacific Railroad right-of-way so that City, after having reached the Union Pacific Railroad right-of-way, may thereafter access the storm water drainage easements granted by Grantor to the City pursuant to that certain Drainage Easement Agreement dated of even date herewith (the "Drainage Easements") in order to construct, inspect, maintain and repair such underground storm water drainage facilities permitted therein (the "Storm Water Drainage Facilities"). The City will use its best efforts to locate alternate comparable access to the Drainage Easements which does not require access to the Property or any other property owned by Grantor. The reference to "Union Pacific Railroad right-of-way" as used herein means the railroad right-of-way for the main track located northwesterly of the spur track. The phrase "best efforts" as used herein does not require the use of eminent domain or the payment of compensation in excess of fair market value.

4. **Restrictions on Use:**

The City shall only use the Easement Area if and when the City has need to construct, inspect, maintain, or repair the Storm Water Drainage Facilities, or restore the Easement Area. Only vehicles owned by the City or owned by contractors hired by the City may travel on the Easement Area. The Access Easement Area is not open to the public. This Access Easement does not create a public right of way; it only creates a limited access route for the City and its contractors for the purposes above stated.

5. **Benefited Parties:**

The Access Easement created herein is for the sole benefit of the City, its successors, permitted assigns and contractors. The City agrees to adhere to the terms and conditions stated herein, and the City shall cause its successors, permitted assigns and contractors to adhere to the terms and conditions stated herein..

6. **No Pavement or Gravel Base:**

The City will not install any bituminous or concrete pavement or any gravel base in the un-paved areas of the Easement Area; provided, however, the City may repair that portion of the Easement Area that is already paved with substantially similar material.

7. **Inspections:**

If the City needs to use the Easement Area as an access route only for inspection of the Storm Water Drainage Facilities, and if no construction, maintenance, repair or restoration otherwise needs to be done by the City at that time, then access over the Easement Area shall be limited to pedestrian travel only, and vehicles shall not be employed. City owned vehicles and vehicles owned by contactors hired by the City may travel over the Easement Area only when from time to time the City needs to construct, maintain, or repair the Storm Water Drainage Facilities, or restore the Easement Area.

8. **Restoration of Easement Area:**

If the City or its contractors use the Easement Area, the City, at its sole cost and expense, shall restore the Easement Area to substantially the same condition that existed prior to the Easement Area being used by the City or its contractors, including, but not limited to, that portion of the Easement Area which is currently paved and used by the Grantor as a driveway. All restoration work shall be completed as soon as practical following completion of the construction or repair, but in all cases within the same construction period as the use occurred or in which construction or repair is commenced. The City shall consult with Grantor regarding any planned restoration work and work with Grantor to achieve a quality of restoration consistent with the surrounding property and the use thereof. If the Grantor recommends a particular seed and/or planting mixture for use in an area requiring restoration, the City shall use that seed and/or planting mixture. The City shall return to the Easement Area prior to June 15 of each of the three (3) years following completion of any restoration work to correct any failed restoration work or washouts. The City shall restore the paved portions of the Easement Area with substantially similar material.

9. **Notice:**

At least forty-eight (48) hours prior to the City utilizing the Easement Area, the City shall notify the Grantor of the upcoming City's use of the Easement Area by delivering, faxing or e-mailing notice to Grantor's Vice President for Administration and Finance; provided, however, no such notice need be given if an emergency exists. An emergency is a situation where damage to property or injury to person has occurred or there is an imminent threat of damage to property or injury to person.

10. **Erosion Control:**

In restoration and use of the Easement Area, the City shall follow a plan for erosion control in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas.

11. **Maintenance of Roadway:**

Grantor has no responsibility to maintain, repair or plow the snow on the Easement Area.

12. **Duration of Access Easement:**

The Access Easement created hereby runs with the Property and shall be binding upon the Property. The City agrees to terminate the Access Easement upon the occurrence of any of the following:

- a) the installation of alternate storm water drainage facilities which do not require utilization of the Drainage Easements referred to above;
- b) the practical availability to the City of alternate comparable access to the Drainage Easements (the phrase "practical availability" as used herein does not include the use of eminent domain or the payment of compensation in excess of fair market value); or
- c) a final determination by the Minnesota DNR or other governmental entity with authority over the direct drainage of storm water into the Mississippi River that the Storm Water Drainage Facilities cannot be installed.

13. **No Unreasonable Interference:**

Grantor reserves the right to use the Easement Area. Grantor's use of the Easement Area shall not unreasonably interfere with City's ability to use the Easement Area for the purposes stated herein. The City's use of the Easement Area shall not unreasonably interfere with Grantor's ability to use the Easement Area.

14. **Binding Effect:**

The terms and conditions of this Agreement shall be binding upon the parties, their successors and permitted assigns. This Agreement shall run with the Property.

15. **Indemnification of Grantor:**

The City hereby agrees to indemnify, defend and hold Grantor and its trustees, employees, students, agents and invitees harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Grantor or its trustees, employees, students, agents and invitees incur or suffer, which arise out of, result from or

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

**[To be limited to the existing blacktop driveway and existing trail corridor through
the upper prairie]**

RESTRICTIVE USE AGREEMENT

THIS RESTRICTIVE USE AGREEMENT (“Agreement”), is made this ____ day of March, 2012, by and between **Macalester College**, a Minnesota non-profit corporation (hereinafter referred to as “Macalester”) and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

WHEREAS, Macalester is the fee owner of land located in Dakota County, Minnesota, legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the “Property”).

WHEREAS, it is anticipated that a portion of the Property will become subject to a conservation and open space easement that Macalester expects to convey to Dakota County.

WHEREAS, the City desires that a portion of the Property not be subject to a conservation and open space easement and not be subject to any covenant or restriction that would prohibit installation by the City of underground storm water drainage facilities such as underground storm water pipes, conduits or culverts in the event installation of such facilities are permitted or authorized by law.

WHEREAS, that portion of the Property not subject to a conservation and open space easement is legally described on the attached Exhibit B and generally depicted on the attached Exhibit B-1 (hereafter referred to as the “Reserved Drainage Land”).

WHEREAS, the City has not obtained any storm water drainage easements over the Reserved Drainage Land and the City has not installed any storm water facilities in the Reserved Drainage Land, but the City wishes to preserve the opportunity for it in the future to obtain storm water drainage easements in the Reserved Drainage Land and to construct storm water drainage facilities pursuant to such future easements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **No Covenant Against Storm Water Drainage Facilities**. Macalester agrees that it will not grant a conservation or open space easement over the Reserved

Drainage Land. Macalester agrees that it will not place any covenant or restriction on the Reserved Drainage Land that would prohibit the grant of a storm water drainage easement to the City or that would prohibit the placement of storm water drainage facilities such as underground storm water pipes, conduits, culverts and related facilities in the Reserved Drainage Land.

2. **City Analysis.** City agrees that prior to any decision by the City to obtain storm water drainage easements in the Reserved Drainage Land, the City will study and analyze whether there is a feasible, practical and economic way to complete the City's storm water system without having to acquire storm water drainage easements in the Reserved Drainage Land. The City will use its best efforts to obtain the right to install the storm water system on the section of the Union Pacific Railroad right-of-way located immediately adjacent to the Reserved Drainage Land. The City also agrees that any such future storm water system in the Reserve Drainage Land shall be subject to the same restrictions as to use and restoration as the easement granted by Macalester to the City pursuant to that certain Drainage Easement Agreement (#1) recorded in the office of the Dakota County Recorder as Document # _____ of even date herewith. The phrase "best efforts" as used herein does not require the use of eminent domain or the payment of compensation in excess of fair market value.
3. **Binding Effect.** This Agreement shall run with the Property and shall inure to the benefit of Macalester and the City and shall bind Macalester and the successors and assigns of Macalester and shall be binding upon the City and the successors and permitted assigns of the City.
4. **Amendment and Waiver.** Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
5. **Governing Law.** This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.
6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
7. **Headings.** The subject headings of the sections in this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.
8. **Termination of Agreement:**

The parties agree to terminate this Agreement upon the occurrence of either of the following:

- a) the installation of storm water drainage facilities on the Union Pacific Railroad right-of-way as contemplated in Section 2 above; or
- b) the installation of storm water drainage facilities which do not require utilization of the Reserve Drainage Land or the section of the Union Pacific Railroad right-of-way immediately adjacent to the Reserve Drainage Land; or
- c) a final determination by the Minnesota DNR or other governmental entity with authority over the direct drainage of storm water into the Mississippi River that the future storm water drainage facilities contemplated herein cannot be installed on the Property.

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

EXHIBIT B
LEGAL DESCRIPTION OF RESERVED DRAINAGE LAND

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DAVID WHEATON (Macalester College) – Case No. 11-34VAC

Meeting Date: February 13, 2012
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by: Planning, Engineering

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

PURPOSE/ACTION REQUESTED

Consider a Resolution 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: February 14, 2012 (second 60-days)

SUMMARY

Macalester College is in negotiations with Dakota County to protect a large portion of the College's Katharine Ordway Natural History Study Area with a permanent conservation easement. On this portion of the proposed easement lies an old plat from the 1880's that was recorded but never improved. As part of the easement purchase, Dakota County would like the public rights-of-way within the plat to be vacated. The existing rights-of-way are not improved and removing the right-of-way would further permanently protect the property as open, natural land free from development.

ANALYSIS

Engineering is recommending that a 30 foot wide drainage easement be dedicated over two portions of the Macalester property in the vicinity of the right-of-way vacation. These easements would be for a future storm water system that was identified in a storm water study done in 2000. Staff is also recommending cooperative agreements be required for the two parties to work together in the future to address both the alignment of a pipe near the railroad property and to allow access across the college property for future construction. The easement documents would need to be recorded along with the right-of-way vacation and before the County records the open space easement. The documents have not been drafted to date and therefore will be brought back to the City Council for action prior to any release of the right-of-way vacation or recording of any open space easements.

The Planning Commission held the public hearing on Thursday, February 9 and was in general agreement with staff's overall recommendation. However, they felt that the costs associated with drafting documents for the easement and legal descriptions should be borne by the City and not the college. They also recommended a change to the wording to staff's condition #3. The College was concerned about designating a route for temporary access to the site for any construction when the alignment is not known. They would rather see some type of agreement that states that the two parties will cooperate in the future and allow access across the college property at a future determined location rather than try and lock in a route at this time.

RECOMMENDATION

Planning Staff. Planning and Engineering recommends approval of the right of way vacation with the attached conditions listed in the resolution titled *Staff Recommendation*.

February 13, 2012
Council Memo – David Wheaton (Macalester College)
Page 2

Planning Commission. Planning Commission recommended approval of the vacation of the rights-of-way with the 3 conditions that are listed in the resolution titled *Planning Commission Recommendation* (4-2, Gooch and Lissarrague voting against).

Attachments: Staff Recommendation Resolution approving the right-of-way vacation
Planning Commission Recommendation approving the right-of-way vacation
Planning Report

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

REPORT DATE: February 1, 2012 **CASE NO:** 11-34VAC

HEARING DATE: February 9, 2012

APPLICANT/PROPERTY OWNER: David Wheaton (Macalester College)

REQUEST: Vacation of road right-of-way

LOCATION: East of Conrad Avenue and north of 102nd Street

COMPREHENSIVE PLAN: Private Open Space

ZONING: Public/Institutional

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is requesting to vacate all of the rights-of-way within the plat of Dorr's Third Inver Grove Addition. Macalester College is in negotiations with Dakota County to protect a large portion of the College's Katharine Ordway Natural History Study Area with a permanent conservation easement. The existing rights-of-way are not improved and removing the right-of-way would further permanently protect the property as open, natural land free from development.

EVALUATION OF THE REQUEST

Surrounding Uses. The subject site is surrounded by the following uses:

- North - Katharine Natural History Study Area; zoned Public/Institutional; guided Private Open Space.
- East - Mississippi River.
- West - Railroad Tracks, Large Lot Residential; zoned E-1, Estate; guided Rural Residential.
- South - Vacant; zoned A, Agricultural; guided Rural Residential.

ANALYSIS

The plat of Dorr's Third Inver Grove Addition was platted in 1888. It appears it was platted near the same time the railroad was going through Inver Grove along the river. Sometime after the plat was recorded, a portion of railroad right-of-way was obtained through the western portion of the site running north-south. The platted land is located on very rugged terrain in a heavily wooded area along the river. There is no other platted or developed land in the area because the terrain is so restrictive. As such, no improvements or any structures were ever built in the plat.

From a planning perspective, since the land is part of the college property and used as a natural area, it would be logical to support the vacation request as the land could not be developed in the pattern it was platted and since it appears no streets would ever be built, the right-of-way should be vacated.

The Engineering Department during their review, did find a document that was prepared in 2000, Study of High Water Levels at Pond KP-34 prepared by Barr Engineering relating to future storm water routing and improvements. The plan was prepared to address specific issues for a pond between Concord Boulevard and Inver Grove Trail, the study was also used as part of the studies for development in the Northwest Area and how the storm water system would be designed. To relieve pressure from an existing pond that was experiencing high water levels, three possible storm water outlet alignments to the river were studied (see Figure 8 exhibit). All three were in the vicinity of the vacation request. Engineering determined that some public means of access must be retained if the right-of-way was to be vacated.

The Engineering Department did some further review on the three possible alignments and determined that the most likely would be what is known as the northern alignment. Engineering then flagged the approximate location in the field so the applicant could see it physically on land. Since a study identified a future storm water system routing in the area of the vacation request, The city would be willing to consider vacating the ROW's platted in the 1880's if we received a 30 foot wide Drainage easement on the northern alignment labeled as parts A and B, shown on the map prepared by the City Engineer dated 2/2/12. . A 30 foot easement would work for the city if we use the existing ravines or install a storm sewer sometime in the future. The easement would be a standard drainage only easement that allows the city the ability to use it well into the future.

No improvements are currently being planned because the city has taken steps to provide for storm water management in our NW area that promotes infiltration and storage of water using existing basins. This is well documented in the city's 2008 Water Resources Management plan and in the 2006 Storm Water Manual for the NW Area. Infiltration is also being promoted by the LMRWMO and MPCA as part of the Lake Pepin TMDL study. Engineering wants to preserve an option for the city in the future in the event that an outlet is needed per our Barr Engineering study.

Engineering recommends that the city obtain a 30 foot wide easement for drainage purposes in exchange for vacating the right-of-way. The Map labeled “Area Requested for Drainage Easement” identifies the extent of the easement request over Macalester owned land.

All of Engineering’s comments are summarized in the attached e-mail from Tom Kaldunski, City Engineer, dated 2/1/12.

All of the necessary easement and cooperative agreement documents would be prepared by the City Attorney and would be reviewed and approved by City Council before the vacation is recorded with the County. Staff is recommending that the costs incurred for drafting the documents and preparation of easement descriptions and possible staking of easement boundaries on the property to be paid by the applicant.

ALTERNATIVES

The Planning Commission has the following alternatives for the requested action:

A. Approval If the Planning Commission finds the Vacation and the Dedication of the drainage and utility easements, as shown on the attached exhibits, to be acceptable, the Commission should recommend approval of the request with at least the following condition:

1. The applicant shall grant a 30 foot wide drainage easement over those portions of the college property, labeled parts A and B, as shown on the map prepared by the City Engineer dated 2/2/12. The easement agreement shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
2. The City and Macalester College shall enter into an agreement outlining terms under which the City and Macalester College would work cooperatively in the future to secure the final alignment of the storm sewer system. The document shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
3. The City and Macalester College shall enter into an agreement to grant access to the easement area for future construction of the storm system. The document shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
4. The costs incurred for drafting the documents and preparation of easement descriptions and possible staking of easement boundaries on the property to be paid by the applicant.

B. Denial If the Planning Commission does not favor the proposed application the above requests 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, staff is recommending approval of the vacation of right-of-ways provided there are dedication of easements and agreements as listed in Alternative A.

Attachments: Location Map
Rights-of-way to be vacated
E-mail Memo from City Engineer/ with maps (February 1, 2012)
E-mail Memo from County/College (February 1, 2012)
Map Showing Area Requested for Easement
Map of Figure 8



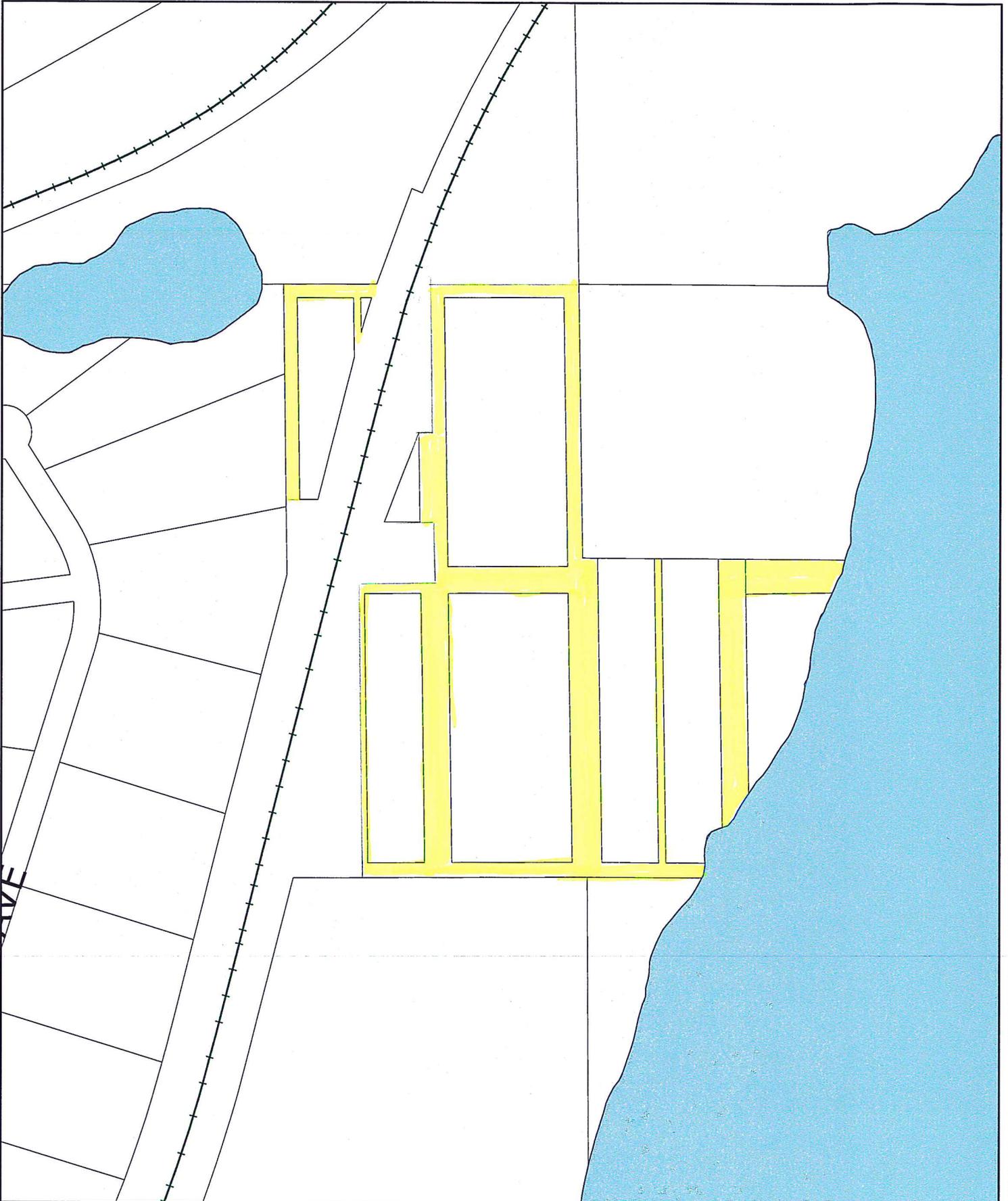
Location Map

Case No. 11-34VAC





Right-of-Way Vacation Case No. 11-34VAC



Allan Hunting

From: Tom Kaldunski
Sent: Wednesday, February 01, 2012 12:00 PM
To: Allan Hunting
Cc: Singer, Al; Timothy J. Kuntz; Scott Thureen
Subject: Easement for Storm Sewer outlet for KP34 thru Macalester property
Attachments: scan022955.pdf

Allan ,

I have reviewed the proposed easement across the Macalester College property for the city's future storm system outfall from pond KP 34 as identified in a study by Barr Engineering . The city and Macalester college and Dakota county have been discussing the granting of a 30 foot drainage easement to the city as part of the city agreeing to vacate some Existing Right Of Way from an 1880's plat . Attached are drawings that illustrate the city preferred storm system alignment from the Barr study , and a second map illustrates the Railroad ROW and Macalester property .

The engineering division would support the vacation of the old ROWs platted in the 1880's, if the College grants a 30 foot easement on the red alignment to the city at this time . The city has received a quote for preparing the legal description of the easement at a cost of \$780 and a estimate of \$ 4,325 to stake the easement . The city would require the college or Dakota county to fund this survey work related to the easement .

The city will want the college to grant a 30 foot wide drainage easement across its land . The drawings indicate areas A & B which are the easement locations from the college . The map also indicates the RR ROW in yellow . The city would have to secure a permit and license from the Union Pacific Railroad for those segments . That process would be done at a later date by the city . The city understands that there would be some expense related to securing the RR permits .The easements shown as A & B should be granted via a documents prepared by the city attorney and recorded at this time , before the ROW vacation is completed .

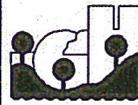
As for the RR ROW portions of the red alignment , the city would want a document prepared by the city attorney outlining the terms under which the city and Macalester college would work cooperatively in the future to secure the final alignment of the storm sewer system . If addition Easement was need from the college they would agree to grant it after the city has done additional studies and topographical surveys to clarify the final alignment to be used for construction in the future .

The city will also want the college to grant access to the city and its agents or contractors from Inver Grove Trail to the easement shown on the red alignment . The city attorney would draft an access agreement . I believe access would come from the driveway serving 9550 Inver Grove Trial and allow driving thru the grassy areas to the railroad ROW

The city would also want to recognize that other alignments were identified in the Barr study . The Red alignment was the recommended option . The city would want to include language in the agreement that would allow the college and the city to consider an alternative alignment in the future , such as the green alignment from the Barr study , utilizing trenchless technology to install the storm system . This option could be exercised by both parties upon mutual agreement on the optional alignment and trenchless technology that would not cause a significant disruption of the exiting woodlands . If the option was exercised some time in the future , the city would then vacate the red alignment easement .

The city attorney will need to draft legal documents to record the terms as we have discussed with all parties . The city would request that the college or Dakota county fund the cost of the attorneys work to prepare the documents.

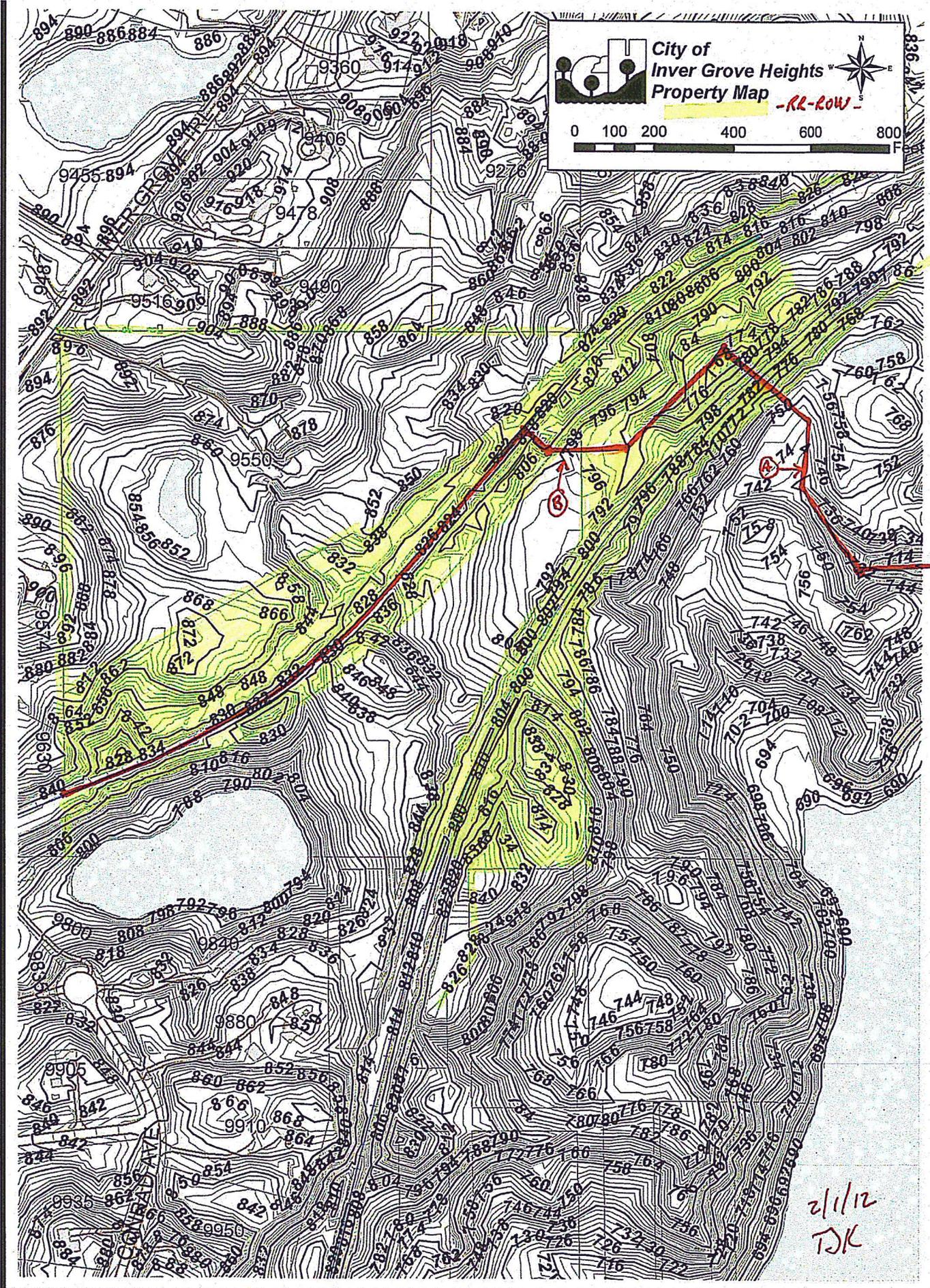
Thomas J. Kaldunski, PE
City Engineer



City of
Inver Grove Heights
Property Map



0 100 200 400 600 800
Feet



2/1/12
TJK



LEGEND

- Proposed Outlet Route C
- Alternative Outlet Route B
- Alternative Outlet Route A
- Study Area
- Minor Watersheds
- Buildings
- Water
- Contours
- 0
- 2
- 4
- 6
- 8

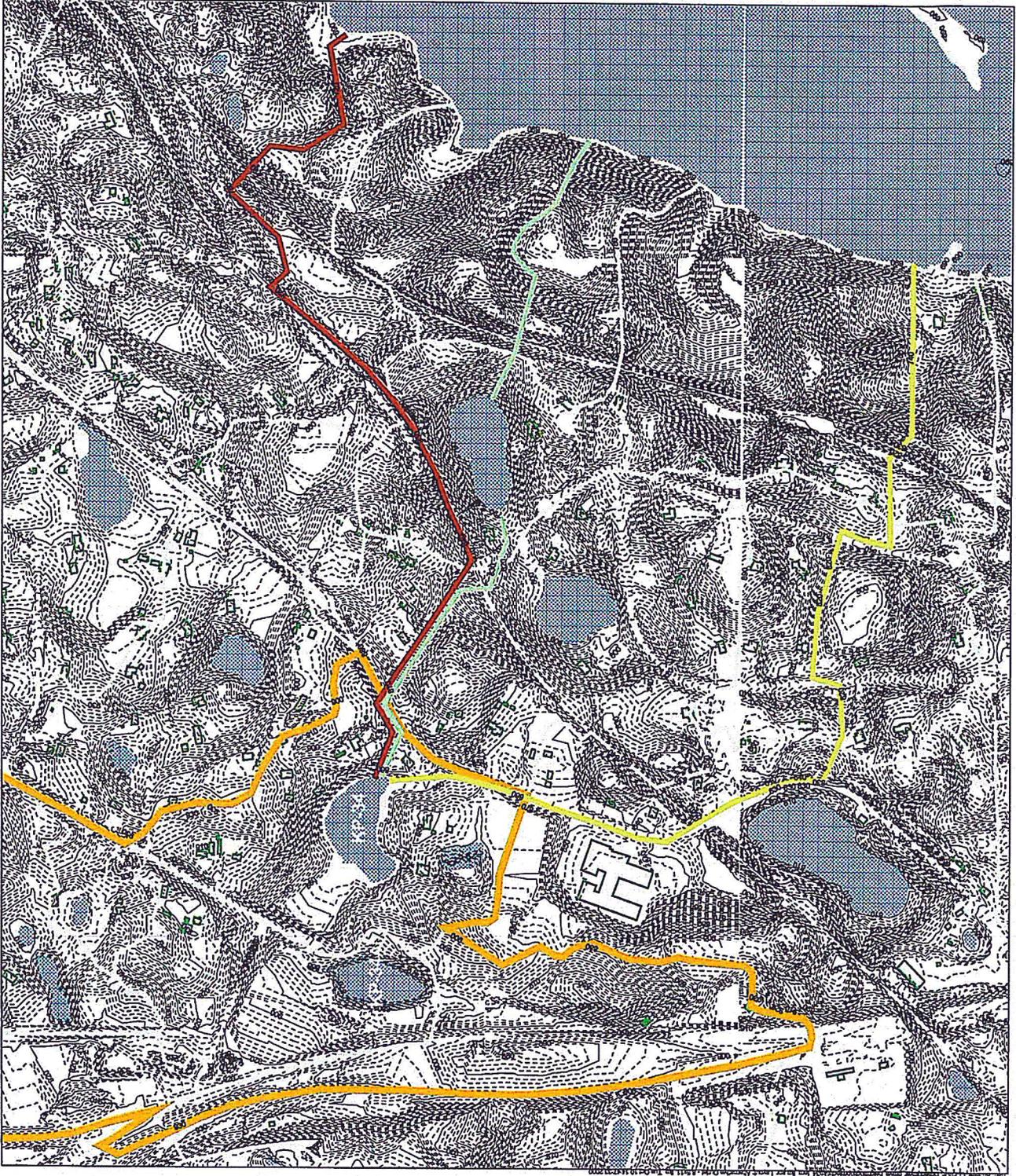


Figure 8

ALTERNATIVE OUTLET
ROUTES FROM KP-34
Inver Grove Heights, MN

Allan Hunting

From: Singer, Al [Al.Singer@CO.DAKOTA.MN.US]
Sent: Wednesday, February 01, 2012 6:01 PM
To: Tom Kaldunski; Allan Hunting
Cc: Timothy J. Kuntz; Scott Thureen
Subject: RE: Easement for Storm Sewer outlet for KP34 thru Macalester property

All,

I agree with many of the suggestions that Tom has included in his email pertaining to the drainage issue.

I also had a conference call with Macalester College this morning based upon the conversation that I had with Tom on Tuesday. I will try to consolidate their position into this response.

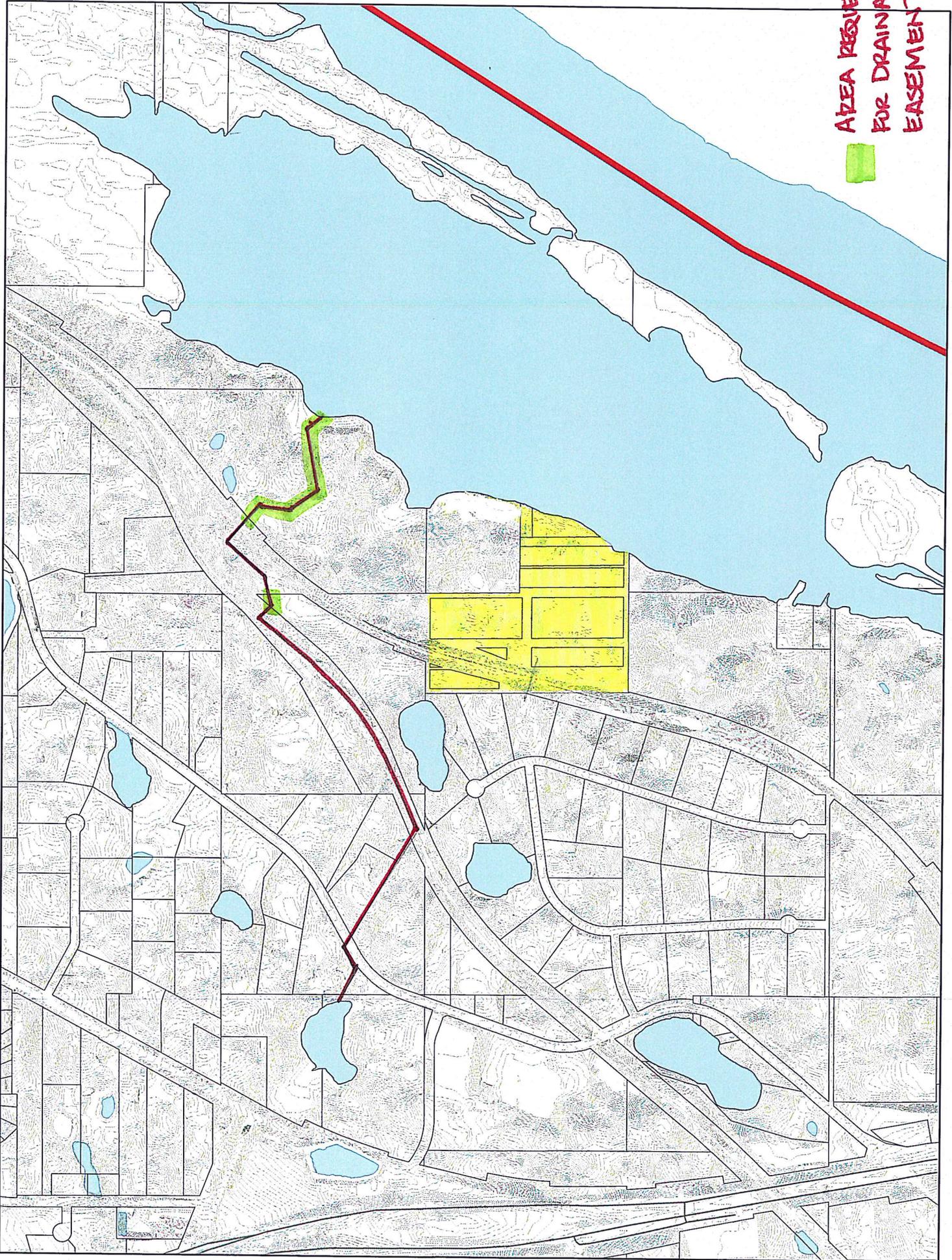
- It is the College's position that the street vacation should not be conditioned upon the drainage easement agreement. They are unrelated issues and should stand on their own merits. They would still like to proceed with vacation request as planned in February. One clarifying question, since the city is requesting the retention of the southern east-west ROW, does the College have to formally amend the application?
- The College and the County are amenable to not putting an easement along a 30-foot wide strip on the east side of the main Union Pacific rail line to preserve a potential corridor on College property along the railroad.
- The College and the County continue to accept a 30-foot wide drainage easement in both location A (between the railroad tracks) and B (between the eastern rail line and River Lake). The area between the tracks may have to be slightly expanded to accommodate the necessary equipment to jack a pipe beneath the east rail line. This drainage easement would be recorded prior to and referenced in the conservation easement between the County and the College.
- By virtue of the location and terms of the easement, the County would be involved in any future storm water system on the property. Given the questionable reality of the actual need and timing issues related to funding, it seems impractical to do the necessary studies that would identify a legally described access. Therefore, the County and the College cannot agree to guarantee unknown permanent or temporary road access within the conservation easement-especially east of the eastern rail line.
- The College is willing to work with the city on an agreement that says in essence..... recognizing the importance of this natural area and its current use, the College and the city would work cooperatively and in good faith in which the college provides access by the city or designee to potentially design and construct a storm water pipe/system within the college property between the two rail lines and to provide an appropriate outlet to River Lake on, over or under college property.
- Since this drainage easement and associated agreement is being requested entirely by the city, it seems reasonable that the city should pay the necessary legal fees for preparing the various documents.

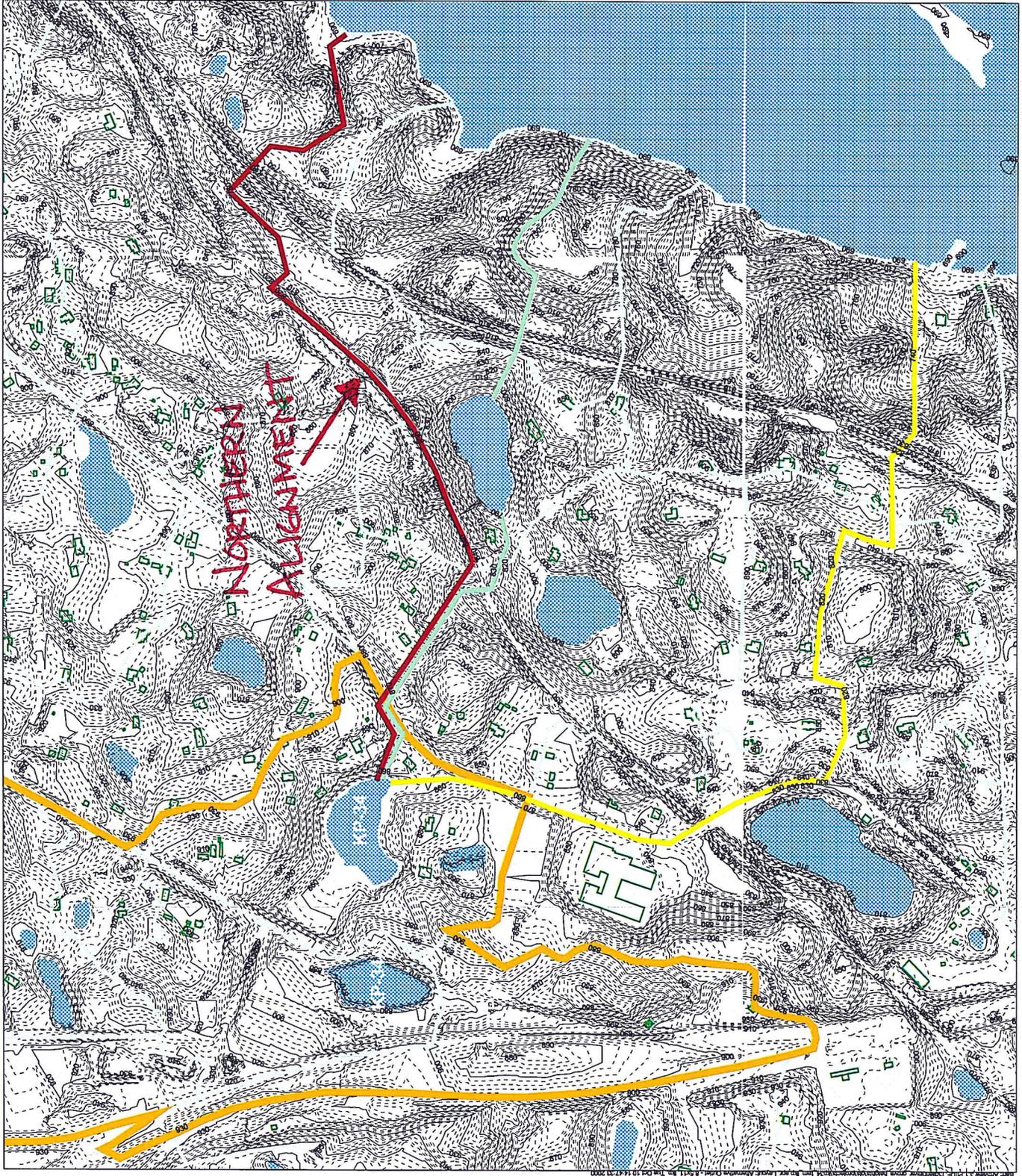
Thoughts or questions? Please let me know. Thanks!

Al

**Al Singer, Land Conservation Manager
Dakota County**

AREA REQUIRED
FOR DRAINAGE
EASEMENT





LEGEND

- Proposed Outlet Route C
- Alternative Outlet Route B
- Alternative Outlet Route A
- Study Area
- Minor Watersheds
- Buildings
- Water
- Contours
 - 0
 - 2
 - 4
 - 6
 - 8

Figure 8

ALTERNATIVE OUTLET
 ROUTES FROM KP-34
 Inver Grove Heights, MN



Draft

ENVIRONMENTAL COMMISSION MEETING
Inver Grove Heights City Hall – Council Chambers
February 23, 2012

1. Call to Order

Meeting called to order at 7:00 PM by Chair Groenjes

2. Pledge of Allegiance

3. Roll Call

Commissioners Present: Chair Greg Groenjes, Ted Trenzeluk, Stephanie Schmid, Dustin Bower, and Susan Burke

Commissioners Absent: Mike Flaherty, Bob Pohlman, Robert Heidenreich, and Sarah Brass

Others Present: Heather Botten, Associate Planner
Allan Hunting, City Planner
Scott Thureen, City Engineer

4. Approval of Agenda

Agenda approved.

5. Approval of Minutes

Mr. Bower moved to approve the minutes from October 27, 2011 and Ms. Schmid seconded the motion. Motion to approve carried unanimously.

6. Old Business

7. New Business

A. Update on a Vacation of unimproved road right-of-way generally located east of Conrad Avenue and north of 102nd Street, owned by Macalester College.

Allan Hunting, City Planner stated that Macalester College is in negotiations with Dakota County to protect a large portion of a Natural History Area with permanent conservation easement. The applicant is requesting to vacate all of the public right-of-way within the plat of Dorr's Third Inver Grove Addition. Mr. Trenzeluk asked what it meant to vacate a property. Mr. Hunting replied that a vacation means to take away government rights typically from an easement or right-of-way and turn it back to private ownership.

From a planning perspective, since the land is part of the college property and used as a natural area, it would be logical to support the vacation request as the land could not be developed in the pattern it was platted and since it appears no streets would ever be built.

The Engineering Department during their review, found a document prepared in 2000 prepared by an engineering firm relating to future storm water routing and improvements. The plan was prepared to address specific issues for a pond between Concord Boulevard and Inver Grove Trail. To relieve pressure from an existing pond that was experiencing high water levels, three possible storm water outlet alignments to the river were studied. All three are in the vicinity of the vacation request. Engineering determined that some public means of access must be retained if the right-of-way was to be vacated.

Mr. Hunting continued stating that staff supports the vacation provided there are dedication of easements and agreements as listed in the staff report. Planning Commission also supports the vacation. The City Council tabled the request in order for the applicant and the City to finalize documents and for staff to update the Environmental Commission on the request. No formal action is required from the Environmental Commission.

Mr. Bower asked if the land was in the DNR scenic area. Mr. Hunting replied that it was not in a designated scenic area but was located in the critical area of the Mississippi River.

Mr. Bower asked what Macalester College was going to do with the land. Mr. Hunting replicated that the vacation would provide a cleaner deed with the conservation easement and there would be no changes to the existing use of a nature center and open space.

Mr. Trenzeluk asked what the Planning Commission recommendation was. Mr. Hunting replied that they recommended approval with a change to the wording in condition #3 and to eliminate condition #4.

Mr. Bower stated he watched the City Council meeting and felt there was a disconnect between the City and Dakota County; he was curious to what the concerns were. Mr. Hunting replied there was confusion on the requested easements and access to the property.

Ms. Burke asked staff to explain Figure 8. Mr. Thureen, City Engineer replied the routes in Figure 8 reference different alternatives for potential future stormsewer outfall to the Mississippi River based on the study done in the year 2000. This study demonstrated high water levels at Pond KP-34. A plan was prepared showing three possible storm water outlet alignments to the river to address scenarios to relieve pressure from an existing landlocked pond with high water levels. The City Engineering Department did some further review on the three possible alignments; it was determined that the most cost effective route would be what is known as the northern alignment (Route C). Mr. Thureen continued saying that the College was asking the City to vacate City rights-of-way; it is common for the City to trade needs to acquire different easements.

Mr. Jerald Dosch, Macalester College stated the college is in the process of selling a conservation easement to the County. The college would be giving up the right to develop the land. The County was interested because of the green space initiative. The college benefits because the money is poured back into the land. The college is requesting the City to vacate the rights-of-way so the County can have all of the land and never have to worry about a road going through it.

Mr. Trenzeluk asked if not vacating the easement would void the deal between the County and the college. Mr. Dosch replied that if they are not allowed to vacate the City could access the right-of-way in the future. If the request continued without the new easement asked for by the City the County owns the development rights and the City could not condemn the land from the County; the City could not use eminent domain over the County land. Mr. Thureen commented that all of the interested parties have not met together at the same time to discuss the easements and access.

Mr. Trenzeluk asked if the property around KP34 was still developing. Mr. Thureen replied that it was and the City was trying to protect the pond and the landowners since it is a landlocked system.

Mr. Bower asked if the County was interested in agreeing to the easement. Mr. Dosch stated that the request started with a street vacation and the City added in the easement conditions; the requested easement does not benefit the County or Macalester. Mr. Dosch continued stating it was all theoretical, it may or may not be built and no one knows what would be built, if it did happen. The College and the County sent a letter to the City saying they are willing to work with the City but would like more specifics on the requested easement. Mr. Groenjes asked if the college was ok with the drainage easement and if they were concerned with the access. Mr. Dosch replied that access was part of it, overall they were unclear what the easement will be used for; they are not comfortable with the uncertainty. Mr. Dosch continued stating the mission for Macalester is research, education, public outreach, and sustainability. Stormwater from other land across the college property is not part of that mission.

Ms. Burke asked if the college had an alternative plan that would satisfy the City, College, and the County. Mr. Dosch replied that the President of Macalester recently sent a letter to the City to start negotiations.

Mr. Trenzeluk commented that he feels making a recommendation on the request would be premature. He continued stating he would prefer the Environmental Commission table the request until the City talks with the County or he would recommend to vacate the rights-of-way with no conditions. Mr. Bower stated he agreed with Mr. Trenzeluk's comments. He also wanted to know what the potential future cost and impact would be for to the City if a drainage easement is not granted. Ms. Schmid and Ms. Burke also commented they wish to table to request until more information is available.

Mr. Hunting stated that due to scheduling the request will be heard at the City Council meeting on March 12, in the meantime the parties will be meeting to workout the language for the requested documents.

Mr. Bower stated he would recommend the approval of the vacation of right-of-way without conditions. Mr. Trenzeluk seconded the motion. Motion passed unanimously (5-0).

Consider Approval of the Heritage Village Park Architecture Concepts

Meeting Date: March 26, 2012
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve the architectural concepts for the future buildings at Heritage Village Park.

SUMMARY

In May 2011 the Council approved hiring Partners & Sirny Architects to help the City develop an architectural concept for the future buildings planned for Heritage Village Park.

The purpose of the project is to create a general architectural style of the buildings so that the trailhead restroom building being constructed by Dakota County will blend in with any future buildings and structures the City builds on the site.

The County’s Physical Development Committee (PDC) met on January 17th to review the concepts. The PDC directed County staff to return to the February 21st PDC meeting with a refined architectural concept and cost estimate for the trailhead restroom that addresses the Committees comments. The PDC at that time will consider approval of the architectural concepts. The PDC comments were as follows:

- o The PDC stated that the preliminary cost estimate was higher than expected and directed staff to provide a more detailed cost estimate and opportunities to lower expenses.
- o The conceptual graphics made it difficult to visualize the material selection and design components such as the steel truss in the gable. As a result the graphics appeared utilitarian and didn’t adequately convey architectural uniqueness and a strong thematic signature.

The City Council reviewed the plans on January 23, 2012 and felt good about the concepts and didn’t provide any feedback for changes.

The revised plans have been reviewed by the Park and Recreation Commission and they are recommending approval with the following comments:

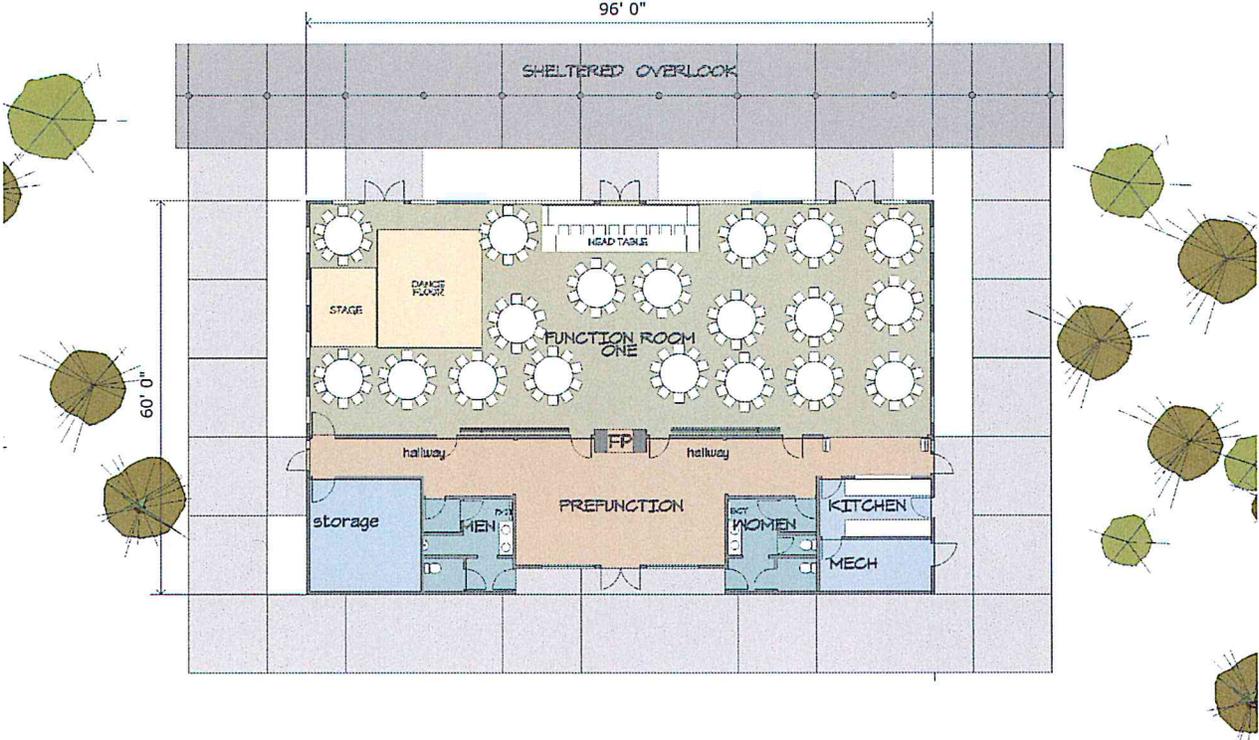
- PRAC likes the revised drawings but prefers the wood sided structure over the stone structure
- PRAC would like to see some stone brought into the wood structure. Ideas include having stone columns or a stone base

Once approved by the Council, Dakota County will use these concepts to develop plans and specifications for the trailhead facility.

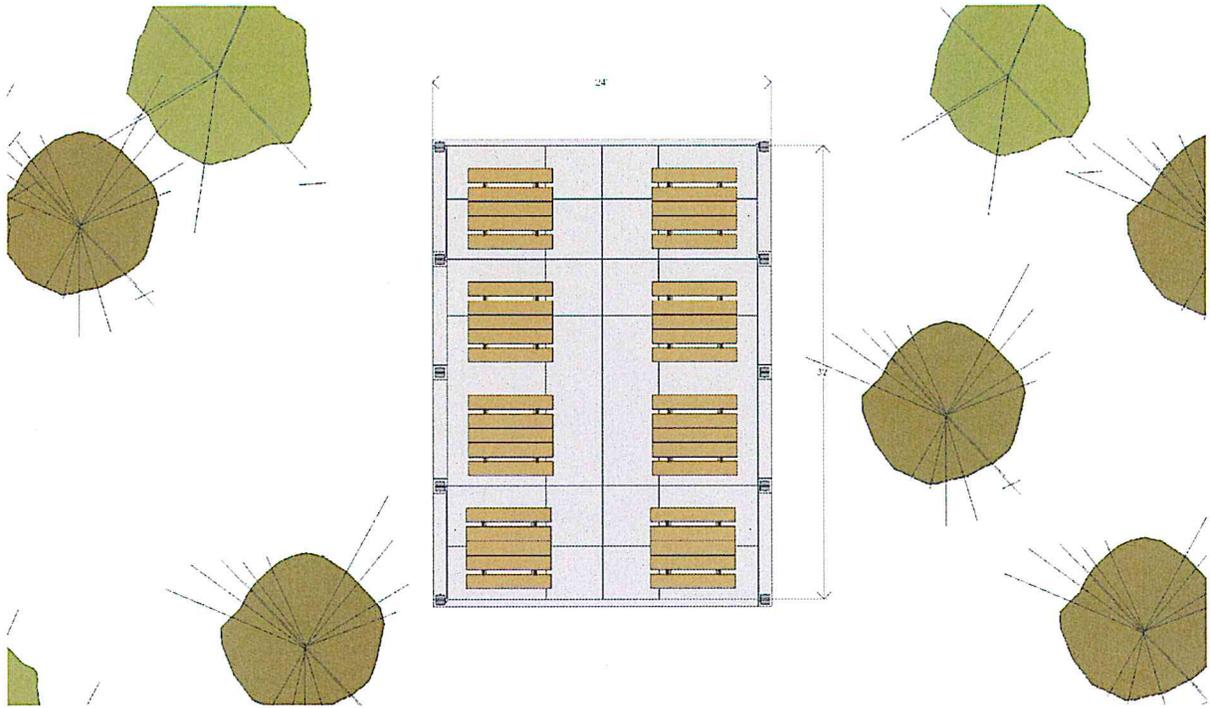
Additionally, the County has developed a greater level of detail to the site plan. The revised site plan was also reviewed and approved by the Park and Recreation Commission.

It is recommended that the Council approve the architectural concepts and updated site plan.

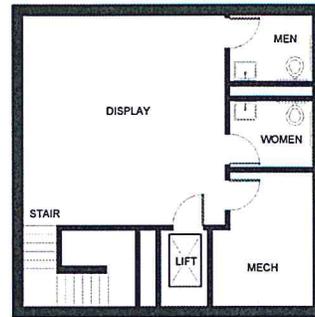
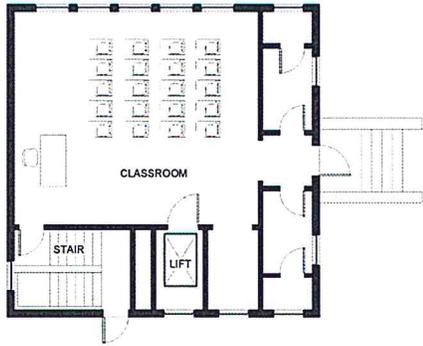
MULTI PURPOSE BUILDING



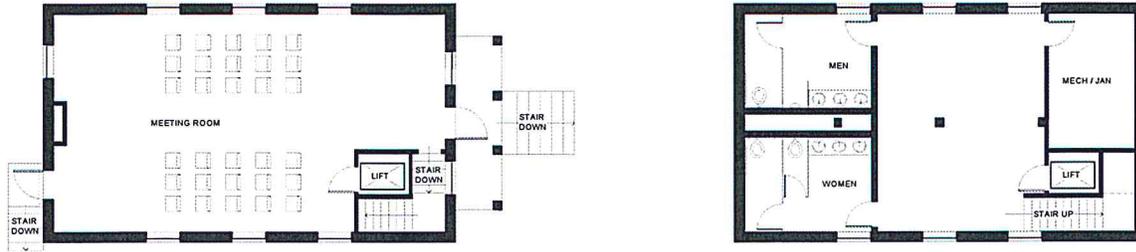
PICNIC SHELTER



SCHOOLHOUSE

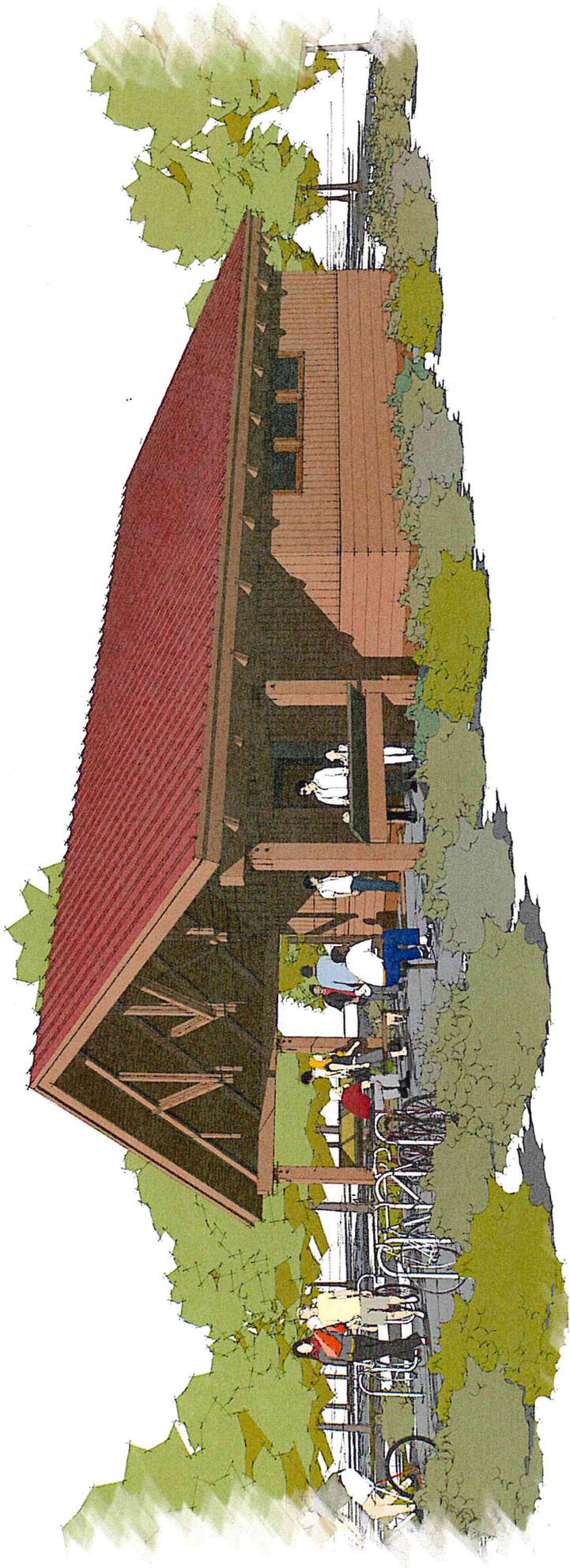


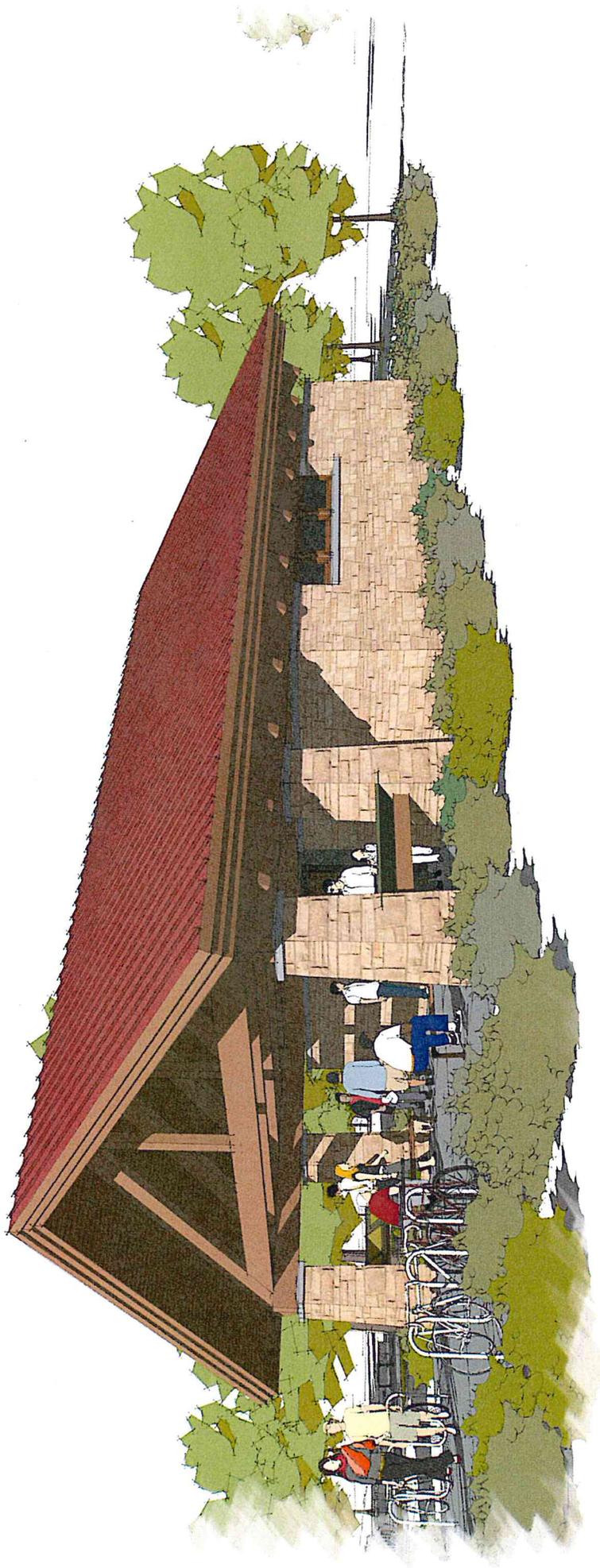
OLD TOWN HALL



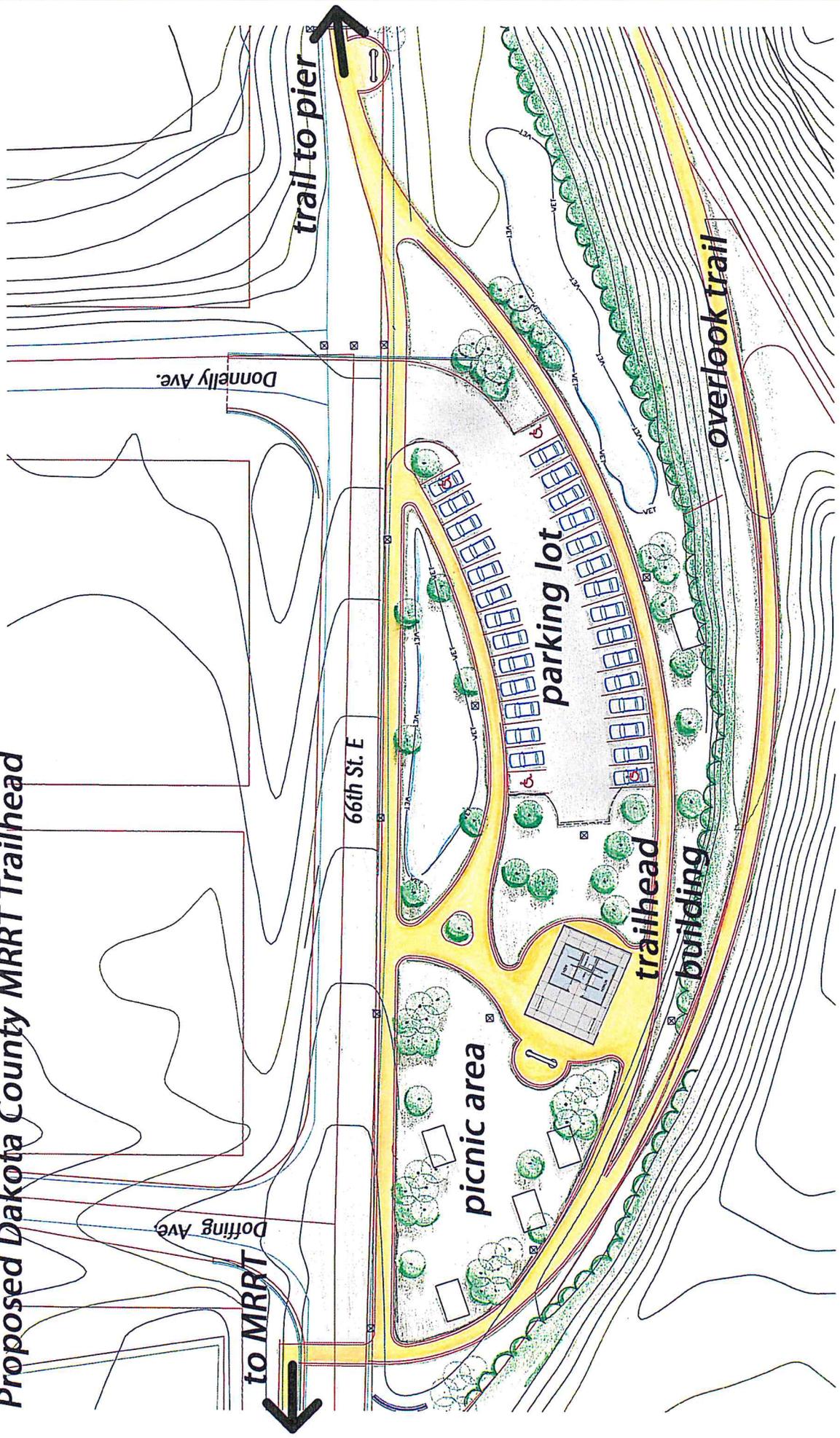


TRAIL HEAD





Proposed Dakota County MRRT Trailhead



REFUNDING ESCROW AGREEMENT

Relating to:

\$4,760,000 General Obligation Water Revenue Refunding Bonds, Series 2004B
\$905,000 General Obligation Storm Water District Refunding Bonds, Series 2005D
\$4,725,000 General Obligation Water Revenue Bonds, Series 2006C

THIS AGREEMENT, made pursuant to Minnesota Statutes, Section 475.67, Subdivision 13 (the "Act") and executed by and between the City of Inver Grove Heights, Dakota County, Minnesota (the "City"), and Wells Fargo Bank, National Association, Minneapolis, Minnesota, a banking corporation whose deposits are insured by the Federal Deposit Insurance Corporation and whose capital and surplus is not less than \$500,000 (the "Escrow Agent"):

WITNESSETH: That the parties hereto recite and, in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. The City, in accordance with a resolution adopted by its governing body on March 26, 2012, entitled "Resolution Awarding the Sale of \$_____ General Obligation Utility Revenue Refunding Bonds, Series 2012A; Fixing Their Form and Specifications; Directing Their Execution and Delivery; Providing for Their Payment; Providing for the Escrowing and Investment of the Proceeds Thereof; and Providing for the Redemption of Bonds Refunded Thereby" (the "Resolution"), a certified copy of the latter of which has been filed with the Escrow Agent, has provided for the refunding of certain outstanding general obligation bonds (the "Refunded Bonds") of the City, described in said Resolution, by the issuance and sale of refunding obligations, designated as "General Obligation Utility Revenue Refunding Bonds, Series 2012A" (the "Refunding Bonds").

2. The City has also, in accordance with the Resolution, issued and sold the Refunding Bonds in the aggregate principal amount of \$_____. The City has deposited with the Escrow Agent funds in the amount of \$_____. Of that amount (i) \$_____ shall be invested in securities which are general obligations of the United States, securities whose principal and interest payments are guaranteed by the United States, and securities issued by agencies of the United States (collectively, the "Federal Securities"), as described in the schedule which is attached hereto, marked Exhibit A and made a part hereof; (ii) \$_____ shall be an initial cash deposit to the Escrow Fund; and (iii) \$_____ shall be used to pay the costs of issuance related to the Refunding Bonds, as delineated in Exhibit C. The City has irrevocably deposited all such cash and securities with the Escrow Agent on the date of this Agreement. It is understood and agreed that the dates and amounts of payments of principal and interest due on the securities so deposited are as indicated in Exhibit A, and that the principal and interest payments due on such securities together with the initial cash deposit are such as to provide the funds required to pay all interest payable on the Refunding Bonds to the date on which any of the Refunded Bonds have been directed to be prepaid, as stated in the Resolution and to pay the redemption price of the Refunded Bonds on such date. The Refunded Bonds are the following:

- (i) \$4,760,000 General Obligation Water Revenue Refunding Bonds, Series 2004B, dated December 15, 2004 (the “2004B Refunded Bonds”), of which \$2,780,000 in principal amount is currently outstanding and \$2,380,000 is callable on February 1, 2013;
- (ii) \$905,000 General Obligation Storm Water District Refunding Bonds, Series 2005D, dated December 8, 2005 (the “2005D Refunded Bonds”), of which \$490,000 in principal amount is currently outstanding and \$400,000 is callable on February 1, 2013; and
- (iii) \$4,725,000 General Obligation Water Revenue Bonds, Series 2006C, dated July 25, 2006 (the “2006C Refunded Bonds”), of which \$3,170,000 in principal amount is currently outstanding and \$2,885,000 is callable on February 1, 2014.

3. The Escrow Agent acknowledges receipt of the securities described in paragraph 2 hereof and agrees that it will hold such securities in a special escrow account (the “Escrow Account”) created by the Resolution in the name of the City, and will collect and receive on behalf of the City all payments of principal and interest on such securities and will remit from the Escrow Account (i) to the paying agent (the “Paying Agent”) for the Refunding Bonds the funds required from time to time for the payment of interest on the Refunding Bonds; (ii) to the Paying Agent for the 2004B Refunded Bonds the funds needed for the redemption and prepayment of the outstanding principal amount of the 2004B Refunded Bonds on February 1, 2013; (iii) to the Paying Agent for the 2005D Refunded Bonds the funds needed for the redemption and prepayment of the outstanding principal amount of the 2005D Refunded Bonds on February 1, 2013; and (iv) to the Paying Agent for the 2006C Refunded Bonds the funds needed for the redemption and prepayment of the outstanding principal amount of the 2006C Refunded Bonds on February 1, 2014. After provision for payment of all remaining Refunded Bonds, the Escrow Agent will remit any remaining funds in the Escrow Account to the City.

4. In order to insure continuing compliance with the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (collectively the Code), the Escrow Agent agrees that it will not reinvest any cash received in payment of the principal of and interest on the Federal Securities held in the Escrow Account. This prohibition on reinvestment shall continue unless and until an opinion is received by Escrow Agent from nationally recognized bond counsel that reinvestments, as specified in said opinion, may be made in a manner consistent with the Code. Reinvestment, if any, of amounts in the Escrow Account made pursuant to this paragraph may be made only in direct obligations of the United States of America which mature prior to the next date on which either principal or interest on the Refunded Bonds is payable.

5. Escrow Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

6. If at any time it shall appear to the Escrow Agent that the money in the Escrow Account allocable for such use hereunder will not be sufficient to make any interest payment due to

the holders of any of the Refunding Bonds, or principal payment due to the holders of any of the Refunded Bonds, the Escrow Agent shall immediately notify the City. The City thereupon shall forthwith deposit in Escrow Account from funds on hand and legally available to it such additional funds as may be required to meet fully the amount to become due and payable. The City acknowledges its obligation to levy ad valorem taxes on all taxable property in the City to the extent required to produce moneys necessary for this purpose. The City and Escrow Agent acknowledge receipt of a verification report from _____, certified public accountants, dated _____, 2012, to the effect that such cash and securities are sufficient to comply with the requirements of the Act.

7. The City will not repeal or amend the Resolution which calls the Refunded Bonds for redemption on their Redemption Dates. The Escrow Agent shall cause the Notices of Call for Redemption attached hereto as Exhibit B-1, Exhibit B-2, and Exhibit B-3 to be mailed not less than 30 days prior to the respective Redemption Dates of the Refunded Bonds to the paying agent for the Refunded Bonds for the purpose of giving notice not less than 30 days prior to the Redemption Date to the registered owners of the Refunded Bonds to be redeemed, at their addresses appearing in the bond register and also to the bank at which the principal and interest on the Refunded Bonds are then payable.

8. On or before February 1, 2013, and on or before February 1 of each year thereafter until the termination of the Escrow Account, the Escrow Agent shall submit to the City a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder during the preceding twelve months.

9. It is recognized and agreed that title to the Federal Securities and cash, if any, held in the Escrow Account from time to time shall remain vested in the City but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by this Agreement. The Escrow Agent shall hold all such money and obligations in a special trust fund and account separate and wholly segregated from all other funds and securities of the Escrow Agent, and shall never commingle such money or securities with other money or securities; provided, however, that nothing herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but moneys of an equal amount (except to the extent such are represented by investments permitted under this Agreement) shall always be maintained on hand as funds held by the Escrow Agent as trustee, belonging to the City, and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments. In the event of the Escrow Agent's failure to account for any money or obligations held by it in the Escrow Account, such money and obligations shall be and remain the property of the City, and if for any reason such money or obligations cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof, and the City shall be entitled to a preferred claim upon such assets. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the funds and securities deposited with it in the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

10. This Agreement is made by the City for the benefit of the holders of the Refunded Bonds, and is not revocable by the City, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of the callable principal amount of the Refunded Bonds at the Redemption Date and interest on the Refunding Bonds to the Redemption Date in accordance with this Agreement.

11. This Agreement shall be binding upon and shall inure to the benefit of the City and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the holders of the Refunded Bonds and said third party beneficiaries shall be entitled to enforce performance and observance by the City and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor agent without the execution of any document or the performance of any further act.

12. The Escrow Agent may at any time resign and be discharged of its obligations hereunder by giving to the City Manager of the City written notice of such resignation not less than 30 days before the date when the same is to take effect and by publication of a copy of such notice in a daily or weekly Minnesota newspaper published in a Minnesota City of the first class, or its metropolitan area, which circulates throughout the state and furnishes financial news as part of its service, not less than 30 days prior to such date; provided that the Escrow Agent shall return to the County the pro rata portion of its fee which is allocable to the period of time commencing on the effective date of such resignation. Such resignation shall take effect upon the date specified in the notice, or upon the appointment and qualification of a successor prior to that date. In the event of such resignation, a successor shall promptly be appointed by the City, and the City Manager of the City shall immediately give written notice thereof to the predecessor escrow agent and publish the notice in the manner described in this paragraph 12. If, in a proper case, no appointment of a successor agent is made within 45 days after the receipt by the City of notice of such resignation, the Escrow Agent or the holder of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor escrow agent, which appointment may be made by the Court after such notice, if any, as the Court may prescribe. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its predecessor escrow agent and to the City a written acceptance of such appointment, and shall thereupon without any further act, deed or conveyance become fully vested with all moneys, properties, duties and obligations of its predecessor, but the predecessor shall nevertheless pay over, transfer, assign and deliver all moneys, securities or other property held by it to the successor escrow agent, shall execute, acknowledge and deliver such instruments of conveyance and do such other things as may reasonably be required to vest and confirm more fully and certainly in the successor escrow agent all right, title and interest in and to any property held by it hereunder. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor escrow agent without the execution of any document or the performance of any further act.

13. The Escrow Agent acknowledges receipt of the sum of \$_____ as its full compensation for its services to be performed under this Agreement.

14. The duties and obligations of the Agent shall be as prescribed by the provisions of this Agreement and the Agent shall not be liable hereunder except for failure to perform its duties and obligations as specifically set forth herein or to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by the Agent other than those specified herein.

15. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed:

If to the City: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3410
Attn: City Administrator

If to the Escrow Agent: Wells Fargo Bank, National Association
625 Marquette Avenue
Minneapolis, MN 55479
Attn: Corporate Trust Administration

16. The exhibits which are a part of this Agreement are as follows:

Exhibit A	Federal Securities
Exhibit B-1	Notice of Call for Redemption of 2004B Refunded Bonds
Exhibit B-2	Notice of Call for Redemption of 2005D Refunded Bonds
Exhibit B-3	Notice of Call for Redemption of 2006C Refunded Bonds
Exhibit C	Costs of Issuance

IN WITNESS WHEREOF the parties hereto have caused this instrument to be duly executed by their duly authorized officers, in counterparts, each of which is deemed to be an original agreement, on this _____ day of April, 2012.

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

By _____
Its Mayor

(SEAL)

Attest:

By _____
Its City Administrator

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Its _____

EXHIBIT A
FEDERAL SECURITIES

EXHIBIT B-1
NOTICE OF CALL FOR REDEMPTION

\$4,760,000 GENERAL OBLIGATION WATER REVENUE REFUNDING BONDS,
SERIES 2004B
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Minnesota, there have been called for redemption and prepayment on

February 1, 2013

all outstanding bonds of the City designated as General Obligation Water Revenue Refunding Bonds, Series 2004B, dated December 15, 2004, having stated maturity dates of February 1 in the years 2014 through 2018, both inclusive, totaling \$2,380,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>CUSIP</u>
2014	461219 LE5
2015	461219 LF2
2016	461219 LG0
2017	461219 LH8
2018	461219 LJ4

The bonds are being called at a price of par plus accrued interest to February 1, 2013, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, Minneapolis, Minnesota, on or before to February 1, 2013.

Wells Fargo Bank, National Association
Attention: Corporate Trust Operations
Sixth Street and Marquette Avenue
MAC 9303-121
Minneapolis, MN 55479

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Registrar will not be responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: March 26, 2012

BY ORDER OF THE CITY COUNCIL

By /s/ Joe Lynch
City Administrator
City of Inver Grove Heights, Minnesota

EXHIBIT B-2
NOTICE OF CALL FOR REDEMPTION

\$905,000 GENERAL OBLIGATION STORM WATER DISTRICT REFUNDING BONDS,
SERIES 2005D
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Minnesota, there have been called for redemption and prepayment on

February 1, 2013

all outstanding bonds of the City designated as General Obligation Storm Water District Refunding Bonds, Series 2005D, dated December 8, 2005, having stated maturity dates of February 1 in the years 2014 through 2017, both inclusive, totaling \$400,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>CUSIP</u>
2014	461219 LV7
2015	461219 LW5
2017*	461219 LY1

*Term Bond

The bonds are being called at a price of par plus accrued interest to February 1, 2013, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, Minneapolis, Minnesota, on or before to February 1, 2013.

Wells Fargo Bank, National Association
Attention: Corporate Trust Operations
Sixth Street and Marquette Avenue
MAC 9303-121
Minneapolis, MN 55479

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Registrar will not be responsible for the selection or use of the CUSIP number, nor is

any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: March 26, 2012

BY ORDER OF THE CITY COUNCIL

By /s/ Joe Lynch
City Administrator
City of Inver Grove Heights, Minnesota

EXHIBIT B-3
NOTICE OF CALL FOR REDEMPTION

\$4,725,000 GENERAL OBLIGATION WATER REVENUE BONDS,
SERIES 2006C
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Minnesota, there have been called for redemption and prepayment on

February 1, 2014

all outstanding bonds of the City designated as General Obligation Water Revenue Bonds, Series 2006C, dated July 25, 2006, having stated maturity dates of February 1 in the years 2015 through 2022, both inclusive, totaling \$2,885,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>CUSIP</u>
2015	461219 NX1
2016	461219 NY9
2018*	461219 PA9
2020*	461219 PC5
2022*	461219 PE1

* Term Bonds

The bonds are being called at a price of par plus accrued interest to February 1, 2014, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, Minneapolis, Minnesota, on or before to February 1, 2014.

Wells Fargo Bank, National Association
Attention: Corporate Trust Operations
Sixth Street and Marquette Avenue
MAC 9303-121
Minneapolis, MN 55479

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This

requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Registrar will not be responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: March 26, 2012

BY ORDER OF THE CITY COUNCIL

By /s/ Joe Lynch
City Administrator
City of Inver Grove Heights, Minnesota

EXHIBIT C

COSTS OF ISSUANCE

Financial Advisor	\$
Bond Counsel	
Rating Agency Fee	
Registrar / Paying Agent	
Escrow Agent	
CPA / Verification	
TOTAL	\$

Extract of Minutes of Meeting
of the City Council of the City of
Inver Grove Heights, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota was duly held at City Hall on Monday, March 26, 2012, commencing at 7:30 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's \$_____ General Obligation Utility Revenue Refunding Bonds, Series 2012A.

The City Administrator presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal of the Bonds. The proposals were as set forth in Exhibit A attached.

After due consideration of the proposals, Councilmember _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**A RESOLUTION AWARDED THE SALE OF \$ _____
GENERAL OBLIGATION UTILITY REVENUE REFUNDING
BONDS, SERIES 2012A; FIXING THEIR FORM AND
SPECIFICATIONS; DIRECTING THEIR EXECUTION AND
DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the City Council (the "City Council") of the City of Inver Grove Heights, Minnesota (the "City") as follows:

Section 1. Sale of Bonds.

1.01 Background. It is determined that:

(a) the City is authorized by the provisions of Minnesota Statutes, Chapter 475 (the "Act") and Section 475.67, Subdivision 3 of the Act to issue and sell its general obligation bonds to refund outstanding bonds when determined by the City Council to be necessary and desirable;

(b) it is necessary and desirable that the City issue \$_____ General Obligation Utility Revenue Refunding Bonds, Series 2012A (the "Bonds") to effect a crossover advance refunding of certain outstanding general obligations of the City;

(c) the outstanding bonds to be refunded consist of the following:

(i) the \$4,760,000 General Obligation Water Revenue Refunding Bonds, Series 2004B dated December 15, 2004 (the "Series 2004B Bonds"), of which \$2,380,000 in principal amount (representing the 2014 through 2018 maturities) is callable on February 1, 2013;

(ii) the \$905,000 General Obligation Storm Water District Refunding Bonds, Series 2005D, dated December 8, 2005 (the "Series 2005D Bonds"), of which \$400,000 in principal amount (representing the 2014 through 2017 maturities) is callable on February 1, 2013; and

(iii) the \$4,725,000 General Obligation Water Revenue Bonds, Series 2006C dated July 25, 2006 (the "Series 2006C Bonds"), of which \$2,885,000 in principal amount (representing the 2015 through 2022 maturities) is callable on February 1, 2014, which maturities.

(d) the portion of the Bonds allocable to refunding of the Series 2004B Bonds and Series 2006C Bonds is referred to herein as the "Water Revenue Refunding Portion;" and the portion allocable to the refunding of the Series 2005D Bonds is referred to as the "Storm Water District Refunding Portion." The Series 2004B Bonds, Series 2005D Bonds and Series 2006D Bonds are referred to together as the "Refunded Bonds."

(e) the Series 2005D Bonds financed certain storm water improvements in the Cuneen Trail/College Trail Storm Water District (the "Storm Water District"), established under Minnesota Statutes, Section 103B.245.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the “Purchaser”) to purchase the Bonds described in the Terms of Proposal thereof is determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$_____ for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2014		2019	
2015		2020	
2016		2021	
2017		2022	
2018			

1.03. Purchase Contract. The sum of \$_____ being the amount proposed by the Purchaser in excess of \$_____ is credited in allocable amounts to the respective subaccounts in the Debt Service Fund hereinafter created or applied to the redemption of the Refunded Bonds in accordance with Section 5 hereof, as directed by the City Finance Director. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers forthwith. The Mayor and the City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to Minnesota Statutes, Section 103B.245 and Chapters 429 and 475 (collectively, the “Act”) in the total principal amount of \$_____, originally dated April 24, 2012, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and which mature serially on February 1 without option of prior payment in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014		2019	
2015		2020	
2016		2021	
2017		2022	
2018			

\$_____ of the Bonds constitute the Water Revenue Refunding Portion, maturing in the amounts and on the dates set forth below:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014		2019	
2015		2020	
2016		2021	
2017		2022	
2018			

\$_____ of the Bonds constitute the Storm Water District Refunding Portion, maturing in the amounts and on the dates set forth below:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014		2019	
2015		2020	
2016		2021	
2017		2022	
2018			

1.05. Optional Redemption. The City may elect on February 1, 2020, and on any day thereafter to prepay Bonds due on or after February 1, 2021. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2013, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint and will maintain a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

2.04. Appointment of Initial Registrar. The City appoints Wells Fargo Bank, National Association, Minneapolis, Minnesota, as the initial Registrar and Paying Agent. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in Section 3 with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Form of Bond. The Bonds will be printed or typewritten in substantially the form attached hereto as Exhibit B.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, bond counsel to the City, which is to be complete except as to dating thereof and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Funds and Accounts; Pledges and Covenants.

4.01. Funds and Accounts. For the convenience and proper administration of the moneys to be borrowed and repaid on the Refunded Bonds and to provide adequate and specific security for the Purchaser and holders from time to time of the Refunded Bonds, there is hereby created a special fund to be designated the Utility Revenue Refunding Bonds, Series 2012A Debt Service Fund (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund will be maintained in the manner herein specified until all of the Refunded Bonds have been paid and until all of the Bonds and the interest thereon will have been fully paid. There will be maintained in the Fund two separate accounts, to be designated the Escrow Account and Debt Service Account.

(a) Escrow Account. The Escrow Account will be maintained as an Escrow Account (the “Escrow Account”) with Wells Fargo Bank, National Association in Minneapolis, Minnesota, which is a suitable financial institution within the State, whose deposits are insured by the Federal Deposit Insurance Corporation, whose combined capital and surplus is not less than \$500,000 and said financial institution is hereby designated escrow agent (the “Escrow Agent”) for the Escrow Account. All proceeds of the sale of the Bonds (less amounts deposited in the Debt Service Account under Section 4.01(b) hereof) will be received by the Escrow Agent and applied to fund the Escrow Account and to pay costs of issuance. Such net proceeds (except amount allocated to costs of issuance) are hereby irrevocably pledged and appropriated to the Escrow Account, together with all investment earnings thereon. The Escrow Account will be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as will be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, to pay when due the interest to accrue on each Bond to and including February 1, 2013 (in the case of Water Revenue Refunding Portion of the Bonds) and February 1, 2014 (in the case of the Storm Water District Refunding Portion of the Bonds), and to pay the principal amount and accrued interest on the Series 2004B Bonds on February 1, 2013 (the “Series 2004B Redemption Date”), to pay the principal amount and accrued interest on the Series 2005D Bonds on February 1, 2013 (the “Series 2005D Redemption Date”) and to pay the principal amount and accrued interest on the Series 2006C Bonds on February 1, 2014 (the “Series 2006C Redemption Date”). From the Escrow Account there will be paid the principal of and accrued interest on the Refunded Bonds due by reason of redemption on the Series 2004B Redemption Date, the Series 2005D Redemption Date and the Series 2006C Redemption Date, respectively. The Escrow Account will be irrevocably appropriated to the payment of the principal of and interest on the Bonds until the proceeds of the Bonds therein are applied to prepayment of the Refunded Bonds. The moneys in the Escrow Account will be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the City, all in accordance with the Escrow Agreement (hereafter defined) by and between the City and the Escrow Agent. Any moneys remitted to the City upon termination of the Escrow Agreement will be deposited in the respective subaccounts of the Debt Service Account.

(b) *Water Revenue Refunding Account.* To the Water Revenue Account in the Debt Service Account there is hereby pledged and irrevocably appropriated and there will be credited: (i) ____ percent of any balance remitted to the City upon the termination of the Escrow Agreement; (ii) any balance remaining on February 2, 2013, in the Debt Service Fund created by the City Council resolution authorizing the issuance and sale of the Series 2004B Bonds (the “Series 2004B Resolution”); (iii) any balance remaining on February 2, 2014, in the Debt Service Fund created by the City Council resolution authorizing the issuance and sale of the Series 2006C Bonds (the “Series 2006C Resolution”); (iv) any collections of all taxes hereafter levied for the payment of the Water Revenue Refunding Portion of the Bonds and interest thereon; (v) all investment earnings on funds in the Water Revenue Account of the Debt Service Account; (vi) after the Series 2004B Redemption Date, all net revenues of the City’s water utility pledged to the Series 2004B Bonds in the Series 2004B Resolution; (vii) after the Series 2006C Redemption Date, all net revenues of the City’s water utility pledged to the Series 2006C Bonds in the Series 2006C Resolution; (viii), an allocable share of unused discount, to the extent directed for deposit in this account under Section 1.03 hereof; and (ix) any and all other moneys which are properly available and are appropriated by the City Council to the Water Revenue Account in the Debt Service Account. The amount of any surplus remaining in the Water Revenue Account of the Debt Service Account when the Bonds and interest thereon are paid will be used as provided in Section 475.61, Subdivision 4 of the Act.

(c) *Watershed District Refunding Account.* To the Watershed District Account in the Debt Service Account there is hereby pledged and irrevocably appropriated and there will be credited: (i) _____ percent of any balance remitted to the City upon the termination of the Escrow Agreement; (ii) any balance remaining on February 2, 2013, in the Debt Service Fund created by the City Council resolution authorizing the issuance and sale of the Series 2005D Bonds (the “Series 2005D Resolution”); (iii) after the Series 2005D Redemption Date, the Watershed District Taxes (defined hereinafter) levied under section 4.05 hereof; (iv) all investment earnings on funds in the Water Revenue Account of the Debt Service Account; (v) an allocable share of unused discount, to the extent directed for deposit in this account under Section 1.03 hereof; and (vi) any and all other moneys which are properly available and are appropriated by the City Council to the Water Revenue Account in the Debt Service Account. The amount of any surplus remaining in the Watershed District Refunding Account of the Debt Service Account when the Bonds and interest thereon are paid will be used as provided in Section 475.61, Subdivision 4 of the Act.

(d) Upon the respective redemption dates for each of the Refunded Bonds, the respective debt service funds for the Refunded Bonds are terminated, and any and all money therein is to be transferred to the Debt Service Fund herein created.

4.02. Findings. It is hereby found and determined that based upon information presently available from the City’s financial advisers, the issuance of the Bonds will result in a reduction of debt service cost to the City on the Refunded Bonds, such that the present value of the debt service savings (the “Reduction”) is at least 3.00% of the debt service on the Refunded Bonds. The Reduction, after the inclusion of all authorized expenses of refunding in the computation of the effective interest rate on the Bonds, is adequate to authorize the issuance of the Bonds as provided by Minnesota Statutes, Section 475.67, Subdivisions 12 and 13.

4.03. Investment of Funds. The moneys in the Debt Service Account will be used solely to pay the principal of and interest on the Bonds or any other bonds hereafter issued and made payable from the Fund. No portion of the proceeds of the Bonds will be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Fund (or any other City account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield will not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods or minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in the Fund will not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the “Code”).

4.04. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Escrow Account or, in either subaccount of the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or

without interest from the Escrow Account or the respective subaccount of the Debt Service Account (or respective revenues pledged thereto) when a sufficient balance is available therein.

4.05. Pledge of Watershed District Taxes. For the purpose of paying the principal of and interest on the Watershed District Refunding Portion of the Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property of the Watershed District (the “Watershed District Taxes”), which Watershed District Taxes will be collectible with other taxes and credited to the Watershed District Refunding Account of the Debt Service Fund above provided in the years and amounts as shown on Exhibit C-2 attached hereto. It is determined that the estimated collection of the foregoing Watershed District Taxes together with amounts estimated to be available in the Watershed District Refunding Account of the Debt Service Fund will produce at least five percent (5%) in excess of the amount needed to pay when due the principal and interest on the Watershed District Refunding Portion of the Bonds. The Watershed District Taxes will be irrevocable as long as any of the Watershed District Refunding Portion of the Bonds are outstanding and unpaid; provided that the City Finance Director may annually, at the time the City makes its tax levies, certify to the Director of Property Taxation and Records of Dakota County the amount available in the Watershed District Refunding Account of the Debt Service Fund to pay principal and interest due on the Watershed District Refunding Portion of the Bonds during the ensuing year, and the Director of Property Taxation and Records will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Adequacy of Water Revenues. It is hereby determined that the estimated net revenues of the City water system for the payment of principal and interest on the Water Revenue Refunding Portion of the Bonds will produce at least five percent in excess of the amount needed to meet, when due, the principal and interest payments on such portion of the Bonds and that no tax levy is needed at this time with respect to the Water Revenue Refunding Portion of the Bonds.

4.07. Cancellation of Prior Tax Levies after Series 2005D Redemption Date. It is determined that upon the receipt of proceeds of the Bonds for payment of the Series 2005D Bonds that an irrevocable appropriation to the debt service fund for the Series 2005D Bonds maturing after the Series 2005D Redemption Date will have been made within the meaning of Section 475.61, Subdivision 3 of the Act, and the City Finance Director is authorized and directed to certify such fact and to request the Director of Property Taxation and Records of Dakota County to cancel any and all tax levies collected in 2013 and thereafter made by the resolution awarding the sale of the Series 2005D Bonds.

4.08. Registration of Resolution. The City Administrator is directed to file a certified copy of this Resolution with the Director of Property Taxation and Records of Dakota County and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding; Findings; Redemption of Refunded Bonds.

5.01. Refunded Bonds. It is found and determined that based upon information presently available from the City’s financial advisers, the issuance of the Bonds is consistent with covenants made with the holders of the Refunded Bonds and is necessary and desirable for the reduction of debt service cost to the City.

5.02. Sufficiency of Proceeds. It is found and determined that the proceeds of the Bonds will be sufficient to pay interest on the Bonds until the respective redemption dates for the Refunded Bonds, and to prepay all of the principal of and interest on the Refunded Bonds on their respective redemption dates.

5.03. Notice of Redemption. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the forms of the Notices of Call for Redemption attached hereto as Exhibit D, which terms and conditions are approved and incorporated herein by reference. The Registrars for the Refunded Bonds are authorized and directed to send a copy of the Notice of Redemption to each registered holder of the Refunded Bonds, respectively.

5.04. Escrow Agreement. On or prior to the delivery of the Bonds, the Mayor and the City Administrator are authorized and directed to execute on behalf of the City an escrow agreement (the "Escrow Agreement") with the Escrow Agent in substantially the form now on file with the City Administrator. All essential terms and conditions of the Escrow Agreement, including payment by the City of reasonable charges for the services of the Escrow Agent, are approved and adopted and made a part of this Resolution, and the City covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

Section 6. Authentication of Transcript.

6.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any previously furnished, will be deemed representations of the City as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor, the City Administrator and the City Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

Section 7. Tax Covenants.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. The City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

7.02. Rebate. (a) With respect to the Water Revenue Refunding Bonds portion of the Bonds, the City will comply with requirement under the Code to rebate any excess investment earnings to the United States.

(b) With respect to the Storm Water District Refunding Portion of the Bonds, the City finds that such portion qualifies for the small issuer exception to the federal arbitrage rebate requirements because:

(i) the Series 2005D Bonds were themselves eligible for the small issue exception because those bonds current-refunded the City's Series 1996B Bonds (which were eligible for the small issue exception), and the Series 2005D Bonds otherwise met the requirements for such eligibility under Section 148(f)(4)(D)(v) of the Code;

(ii) the average maturity of the Storm Water District Refunding Portion of the Bonds does not exceed the remaining average maturity of the Series 2005 D Bonds; and

(iii) no maturity of the Storm Water District Refunding Portion of the Bonds has a maturity date which is later than the date which is 30 years after the date the original Series 1996B Bonds were issued.

7.02. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by the City (and all subordinate entities of the City) during 2012 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during 2012 have been designated for purposes of Section 265(b)(3) of the Code.

7.03. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this Section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City and the Registrar will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to

principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Registrar will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this Resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate will not be considered an event of default with respect

to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 10. Defeasance. When all Bonds (or either portion thereof) and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all (or either portion thereof) Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member Madden, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A
PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-____ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION UTILITY REVENUE REFUNDING BOND, SERIES 2012A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	April 24, 2012	461219 ____

Registered Owner: Cede & Co.

The City of Inver Grove Heights, a duly organized and existing municipal corporation and political subdivision located in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns the principal sum of \$_____ on the maturity date specified above without option of prior payment, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2013, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are irrevocably pledged.

The City may elect on February 1, 2020, and on any day thereafter to prepay Bonds due on or after February 1, 2021. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The City Council of the City has designated the issue of Bonds of which this Bond forms a part as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

This Bond is one of an issue in the aggregate principal amount of \$_____, all of like original issue date and tenor, except as to number, maturity date, interest rate and redemption privilege, all issued pursuant to a resolution adopted by the City Council of the City on March 26, 2012 (the "Resolution"), for the purpose of providing money to refund in advance of maturity and on the

Redemption Date, as defined in the Resolution, a portion of certain general obligation bonds of the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 103B.245 and Chapters 444 and 475. The interest hereon is payable until the respective redemption dates for each the Refunded Bonds (as defined in the Resolution) primarily out of the Escrow Account Fund and after each redemption date in part from net revenues of the water utility of the City, and in part from ad valorem taxes levied against taxable property in a watershed management tax district in the City, and in part from ad valorem taxes, all in a special debt service fund of the City as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in net utility revenues and taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: _____

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

(Facsimile)
City Administrator

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

WELLS FARGO BANK
National Association

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

- | | | | |
|--|-------------------------|--|---------|
| TEN COM -- as tenants
in common | UNIF GIFT MIN ACT _____ | Custodian _____
(Cust) | (Minor) |
| TEN ENT -- as tenants
by entireties | | under Uniform Gifts or
Transfers to Minors
Act | |
| JT TEN -- as joint tenants with
right of survivorship and
not as tenants in common | | (State) | |

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C-1

**TAX LEVY SCHEDULE
(WATERSHED DISTRICT TAXES FOR STORM WATER DISTRICT REFUNDING PORTION)**

EXHIBIT D

NOTICE OF CALL FOR REDEMPTION

**\$4,760,000 GENERAL OBLIGATION WATER REVENUE REFUNDING BONDS,
SERIES 2004B
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Minnesota, there have been called for redemption and prepayment on

February 1, 2013

all outstanding bonds of the City designated as General Obligation Water Revenue Refunding Bonds, Series 2004B, dated December 15, 2004, having stated maturity dates of February 1 in the years 2014 through 2018, both inclusive, totaling \$2,380,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>CUSIP</u>
2014	461219 LE5
2015	461219 LF2
2016	461219 LG0
2017	461219 LH8
2018	461219 LJ4

The bonds are being called at a price of par plus accrued interest to February 1, 2013, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, Minneapolis, Minnesota, on or before to February 1, 2013.

Wells Fargo Bank, National Association
Attention: Corporate Trust Operations
Sixth Street and Marquette Avenue
MAC 9303-121
Minneapolis, MN 55479

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Registrar will not be responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: March 26, 2012

BY ORDER OF THE CITY COUNCIL

By /s/ Joe Lynch
City Administrator
City of Inver Grove Heights, Minnesota

EXHIBIT D-2
NOTICE OF CALL FOR REDEMPTION

\$905,000 GENERAL OBLIGATION STORM WATER DISTRICT REFUNDING BONDS,
SERIES 2005D
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Minnesota, there have been called for redemption and prepayment on

February 1, 2013

all outstanding bonds of the City designated as General Obligation Storm Water District Refunding Bonds, Series 2005D, dated December 8, 2005, having stated maturity dates of February 1 in the years 2014 through 2017, both inclusive, totaling \$400,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>CUSIP</u>
2014	461219 LV7
2015	461219 LW5
2017*	461219 LY1

*Term Bond

The bonds are being called at a price of par plus accrued interest to February 1, 2013, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, Minneapolis, Minnesota, on or before to February 1, 2013.

Wells Fargo Bank, National Association
Attention: Corporate Trust Operations
Sixth Street and Marquette Avenue
MAC 9303-121
Minneapolis, MN 55479

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Registrar will not be responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: March 26, 2012

BY ORDER OF THE CITY COUNCIL

By /s/ Joe Lynch
City Administrator
City of Inver Grove Heights, Minnesota

EXHIBIT D-3
NOTICE OF CALL FOR REDEMPTION

\$4,725,000 GENERAL OBLIGATION WATER REVENUE BONDS,
SERIES 2006C
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Minnesota, there have been called for redemption and prepayment on

February 1, 2014

all outstanding bonds of the City designated as General Obligation Water Revenue Bonds, Series 2006C, dated July 25, 2006, having stated maturity dates of February 1 in the years 2015 through 2022, both inclusive, totaling \$2,885,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>CUSIP</u>
2015	461219 NX1
2016	461219 NY9
2018*	461219 PA9
2020*	461219 PC5
2022*	461219 PE1

* Term Bonds

The bonds are being called at a price of par plus accrued interest to February 1, 2014, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, Minneapolis, Minnesota, on or before to February 1, 2014.

Wells Fargo Bank, National Association
Attention: Corporate Trust Operations
Sixth Street and Marquette Avenue
MAC 9303-121
Minneapolis, MN 55479

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This

requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Registrar will not be responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: March 26, 2012

BY ORDER OF THE CITY COUNCIL

By /s/ Joe Lynch
City Administrator

City of Inver Grove Heights, Minnesota

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.
)
CITY OF INVER GROVE)
HEIGHTS)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Inver Grove Heights, Minnesota, certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on March 26, 2012 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$_____ General Obligation Utility Revenue Refunding Bonds, Series 2012A of the City.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this _____ day of _____, 2012.

(SEAL)

City Administrator
City of Inver Grove Heights, Minnesota

STATE OF MINNESOTA
COUNTY OF DAKOTA

DIRECTOR OF PROPERTY TAXATION
AND RECORDS CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned Director of Property Taxation and Records, Dakota County, Minnesota, certify that a certified copy of a resolution adopted by the governing body of the City of Inver Grove Heights, Minnesota, on March 26, 2012, levying taxes for the payment of \$_____ General Obligation Utility Revenue Refunding Bonds, Series 2012A, of said municipality dated April 24, 2012, has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this ____ day of _____, 2012.

(SEAL)

Director of Property Taxation and Records
Dakota County, Minnesota

Deputy

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Establishing Precincts and Polling Places for 2012 Election Cycle

Meeting Date: 3/26/12
 Item Type: Regular
 Contact: 651-450-2513
 Prepared by: Melissa Rheame
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Approve resolution establishing precincts and polling places for the 2012 Primary and General Elections.

SUMMARY:

Redistricting is the process of redrawing the boundaries of election districts, done in the United States after the completion of the decennial Census. The Constitution requires that, following the national census conducted every ten years, the number of U.S. House members from each state should be adjusted to reflect the number of persons who live in each state. Each state then redraws its congressional district lines so that approximately the same numbers of persons are contained within each congressional district in the state in order to give all persons within the state equal representation.

City governments must redistrict or reestablish all precincts after state redistricting. Reestablishing precincts is a routine process of verifying that existing precinct boundaries meet legal requirements and then reconfirming those boundaries. Redistricting precincts is required when it is determined that existing precincts is required when it is determined that existing precincts do not meet the requirements in law, particularly if new legislative or congressional districts have split existing precincts. The redistricting process is also an opportunity for cities to adjust precincts to accommodate growth.

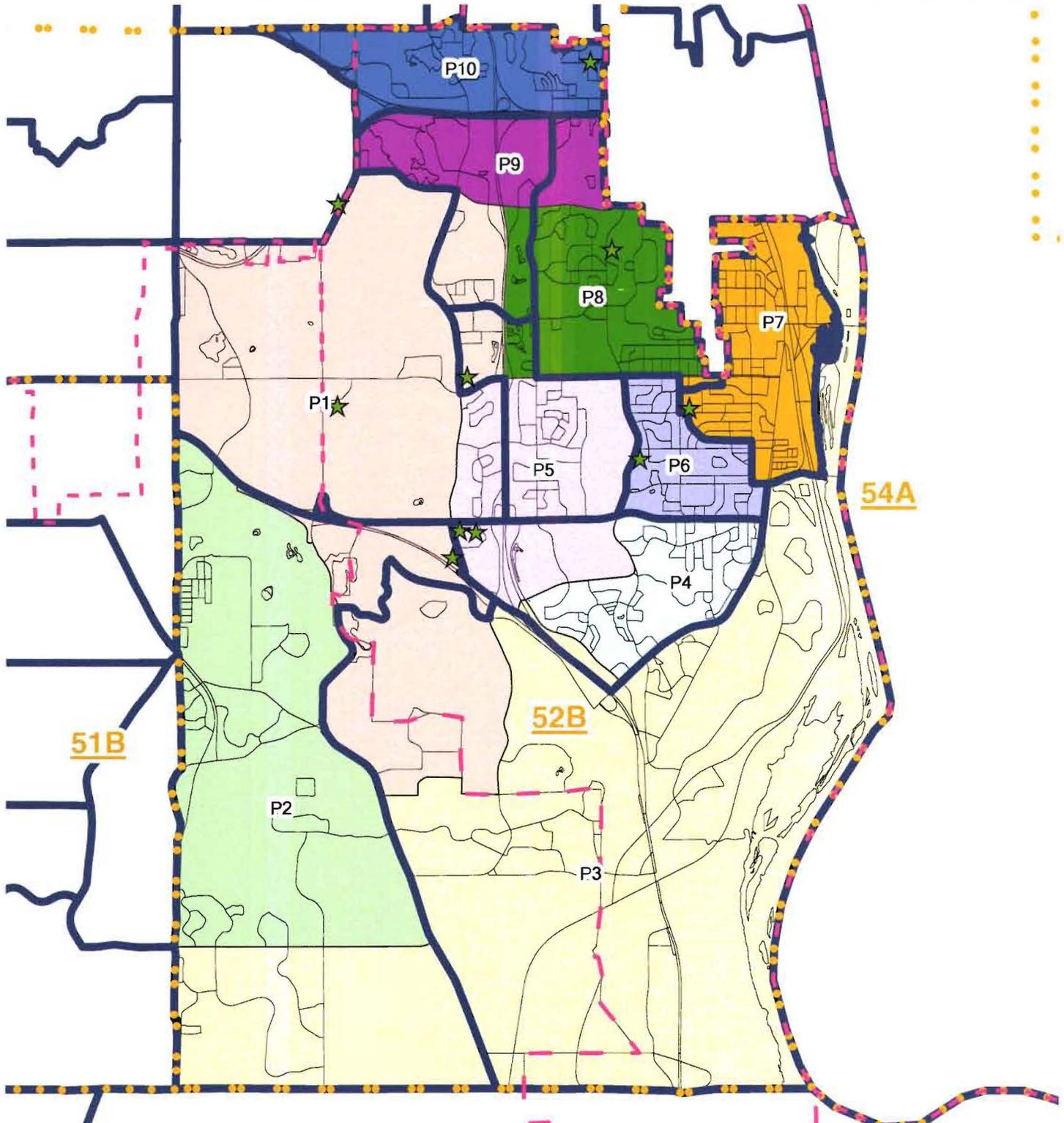
Legislative redistricting was completed at the State level on February 21, 2012. Inver Grove Heights was combined into one congressional district and one legislative district. As a result of these changes, staff used the redistricting process as an opportunity to adjust precinct boundaries to accommodate growth in the voting age population based on data obtained from the 2010 Census. The attached map reflects the intent to keep the City divided into ten (10) voting precincts and to retain the existing polling place locations. Boundary changes were made in an effort to more evenly balance the voting age population in each precinct. Ideally staff would like to ensure that the voting age population in each precinct does not exceed 3,000 voters. Precincts that are larger than this number tend to become unmanageable on Election day. Voting lines become too long and the volume of voters at each polling place becomes too large for the facility to adequately accommodate.

All precincts in the state must be established (or reestablished) within 60 days of the adoption of the state redistricting plan, or by April 3, 2012, whichever comes first. These established precinct boundaries become effective on the date of the 2012 primary.

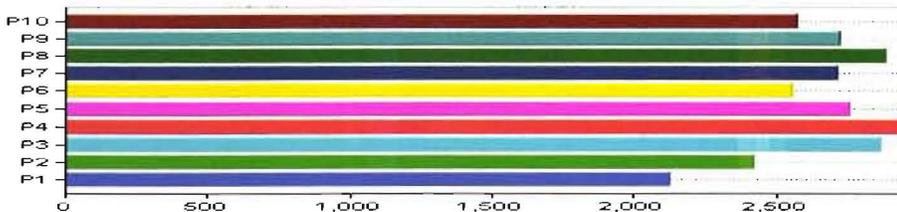
2012 Precinct Map with 2012 State House Districts

CITY OF INVER GROVE HEIGHTS

***PROPOSED**



Current Statistics



- Current Precincts
- 2012 State House Districts
- School District Boundaries

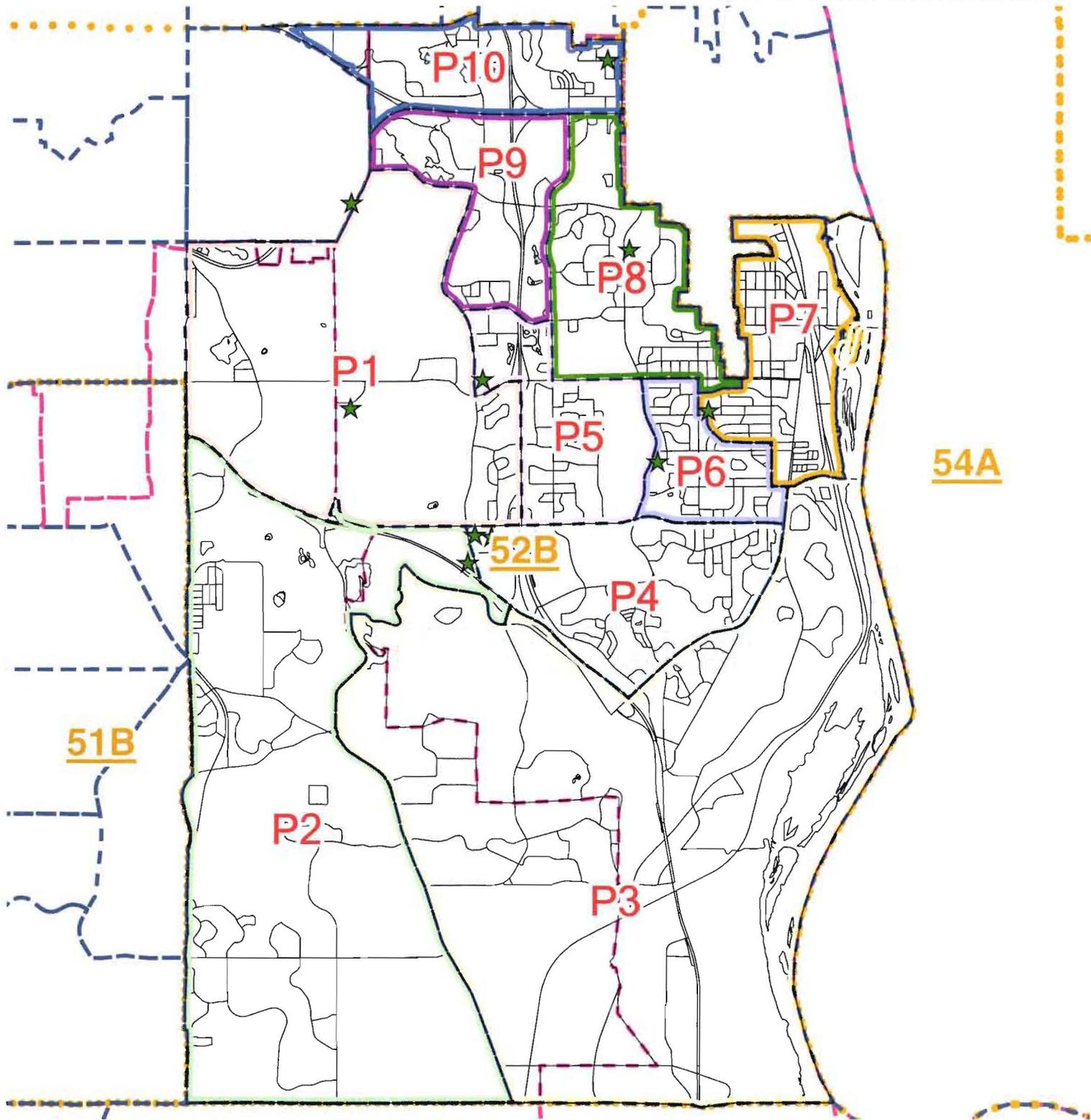


All data comes directly from the US Census Bureau's 2010 TIGER/Line files. All Census Block (all IDs would include codes for the State of Minnesota (27) and Dakota County (037). Prepared by the Dakota County Office of GIS.

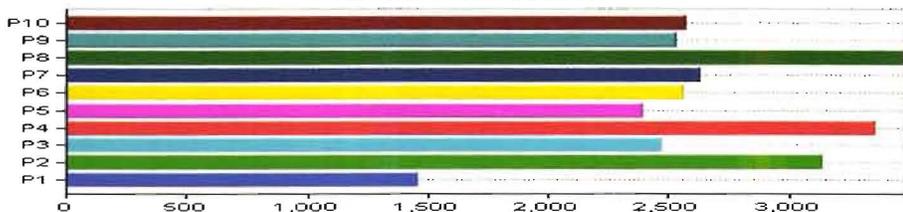
Non-visible block lines are segments of block boundaries that either follow non-visible features (such as pipelines) or else were drawn by the Census Bureau as the shortest connector between other block line segments. They do not follow visible physical features and, if possible, should not be used to draw new precinct boundaries.

2012 Precinct Map with 2012 State House Districts

CITY OF INVER GROVE HEIGHTS



Current Statistics



-  Current Precincts
-  2012 State House Districts
-  School District Boundaries



All data comes directly from the US Census Bureau's 2010 TIGER/Line files. All Census Block full IDs would include codes for the State of Minnesota (27) and Dakota County (037). Prepared by the Dakota County Office of GIS.

Non-visible block lines are segments of block boundaries that either follow non-visible features (such as pipelines) or else were drawn by the Census Bureau as the shortest connector between other block line segments. They do not follow visible physical features and, if possible, should not be used to draw new precinct boundaries.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: March 27, 2012
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by: Jeanne Day, Contract Finance Director

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

PURPOSE/ACTION REQUESTED Consider the first reading of an ordinance to amend the City Code, Title 8, Chapter 2, Section 10 Rates and Charges.

SUMMARY Under the direction of the previous Finance Director utility customers were required to submit payment by the 20th of every month to avoid late charges. In January of this year a customer complained that according to the City’s Code utility customers had 30 days in which to submit payment before incurring late charges. After review of the code, it was determined that that customer was correct and procedures were adjusted to accommodate for that.

After running the February utility bills, staff realized that the new finance software doesn’t allow for bank drafts to be outstanding in order to compile the following months billing. If we were to allow for 30 days payment we aren’t able to offer automatic withdrawal from customer accounts.

There is no viable work around to be able to leave the code as written. After speaking with the software firm about the issue we’ve learned that the software can’t be modified to be able to allow for the 30 days.

In order to continue to offer automatic withdrawal the City Code should be amended to reflect that payments are due by the last business day up to and including the 20th of each month.

As mentioned previously, for at least ten years the practice has been that utility bills are mailed no later than the last day of the month with payment due by the last business day up to and including the 20th of each month. Only until this one customer complained was the practice changed to the 30th of each month.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

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

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

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

8-2-10: RATES AND CHARGES:

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

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

Passed this 23rd day of April, 2012.

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk